

Specification No. 06-250070

Advertisement Dates: January 22, 2008
January 24, 2008
January 27, 2008

**BID SOLICITATION FOR ERGONOMIC CLASSROOM FURNITURE
FOR THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**Required for use by the Chicago Public Schools Department of Operations,
System Wide School Units**

**Contract Period: Twenty-eight (28) months from contract commencement,
with the option to extend for two (2) additional one (1) year periods.**

Bid Bond: \$10,000

Payment and Performance Bond: Amount to be determined by the Board

**FIVE (5) COPIES OF THIS BID ARE TO BE PROVIDED, INCLUDING ONE (1) ORIGINAL SIGNATURE SETS TO BE
SWORN TO BEFORE A NOTARY PUBLIC.**

ALL BIDS SHALL BE ADDRESSED AND RETURNED TO:

**Heather A. Obora, Chief Purchasing Officer
Department of Procurements and Contracts
Board of Education of the City of Chicago
Bid Depository – Department of Procurement and Contracts
125 S. Clark Street, 10th Floor
Chicago, IL 60603**

**BIDS MAY BE RECEIVED PRIOR TO, BUT NO LATER THAN, February 20, 2008 AT 2:00 P.M. CENTRAL
STANDARD TIME AT THE ABOVE ADDRESS. LATE BIDS WILL NOT BE ACCEPTED.**

**A Pre-Submittal Conference will be held on February 7, 2008: 10:00 a.m. Central Standard Time, at the Chicago
Public Schools Headquarters, 125 S. Clark Street, 19th Floor, Conference Room #1915, Chicago, Illinois.
BIDDERS ARE ENCOURAGED TO ATTEND FOR CLARIFICATION OF REQUIREMENTS. Please be sure to bring a
business card with an e-mail address. An M/WBE networking session will immediately follow.**

ISSUED BY

THE DEPARTMENT OF PROCUREMENT AND CONTRACTS

**RICHARD M. DALEY
MAYOR**

**ARNE DUNCAN
CHIEF EXECUTIVE OFFICER**

**RUFUS WILLIAMS
PRESIDENT
CHICAGO BOARD OF EDUCATION**

**HEATHER A. OBORA
CHIEF PURCHASING OFFICER**

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Attachment D: Chicago Board of Education Multi-Project Labor Agreement

I. GENERAL INVITATION

REQUEST FOR BID FOR ERGONOMIC CLASSROOM FURNITURE

The Board of Education of the City of Chicago ("Board") invites the submission of bids from firms ("Bidders") that wish to provide ergonomic classroom furniture ("Products"), the installation thereof, and training as related thereto ("Services") to the Board, including the Chicago Public Schools ("CPS"). The Board reserves the right to (i) select one or more Bidders to provide the Products and Services outlined herein; and (ii) reject any and all bids.

A Bidder may only bid in one capacity; either individually, as a joint venture, a partnership, or other type of legal entity.

Bids must be submitted in sealed envelopes or packages. The outside of the envelope must clearly indicate the name of the project ("Ergonomic Classroom Furniture") the time and dates specified for receipt (2:00 P.M., February 20, 2008) and the name and address of the Bidder.

Where bids are sent by mail to the Chief Purchasing Officer, the Bidder shall be responsible for their delivery to the Chief Purchasing Officer before the advertised date and hour for the receipt of the bids. If the mail is delayed beyond the date and hour set for the bid receipt, bids thus delayed will not be considered and will be returned unopened.

A Pre-submittal Conference will be held on January 7, 2008, at 10:00 a.m. Central Standard Time, at the Chicago Public Schools Headquarters, 125 S. Clark Street, 19th Floor, Conference Room #1915, Chicago, Illinois. BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND FOR CLARIFICATION OF REQUIREMENTS. Please be sure to bring a business card and provide us with an email address.

Downloadable Bid (BID)

This Bid and all attachments are available for download from the Board's web site at:

http://www.csc.cps.k12.il.us/purchasing/bid_openings.html

Bidders who download the bid waive their right to have clarifications and/or addenda sent to them. Such Bidders are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Bidders from being bound by additional terms and conditions in the clarifications and/or addenda, if any, or from considering additional information contained therein in preparing their Bids. Note that there may be multiple clarifications and/or addenda. Any harm to a Bidder resulting from such failure shall not be valid grounds for a protest against award(s) made under this bid solicitation. Bids will not be accepted in electronic form.

Questions regarding the bidding process should be addressed to:

Heather A. Obora, Chief Purchasing Officer
Board of Education of the City of Chicago
Department of Procurement and Contracts
125 S. Clark Street, 10th Floor
Chicago, IL 60603

ATTN: Martha Escareno
Contract Administrator
Tel. No.: (773) 553-2284
Fax: (773) 553-2281
Email: mescareno@cps.k12.il.us

Bidders are encouraged to submit questions in writing to the Board. Questions may be submitted in writing via e-mail or fax as reflected above. All written questions must be received no later than 12:00 noon Tuesday, February 5, 2008 and will be answered in written form. Written responses will be provided at the Pre-Submittal Conference February 7, 2008 and posted in the Board's web site at: http://www.csc.cps.k12.il.us/purchasing/bid_openings.html Oral clarifications offered by any Board employee will not be binding on the Board.

II. GENERAL TERMS AND CONDITIONS

1. **Contract:** If selected to provide the Products and Services herein, the Bidder shall adhere to the terms and conditions contained in this Bid solicitation. The term "Contract" hereinafter refers to this bid solicitation, the Bidder's response to this bid solicitation, and acceptance of the Board of such bid.
2. **Term of Contract:** The term of the Contract shall commence on the date of award of Contract stated on the Bid Execution Page and shall end twenty-eight (28) months thereafter with the Board having the option to extend the Contract for two (2) additional one (1) year periods.
3. **Termination for Convenience:** If at any time during the term of the Contract, the Board determines, that the goods or services provided by the Bidder are no longer in its best interest, the Board may terminate the Contract upon thirty (30) calendar days written notice to Bidder.
4. **Quantity:** The Board assumes no obligation hereunder to purchase any quantity of Products other than those identified on a purchase order issued by the Board.
5. **Price:** The prices indicated on the Bid Tabulation Pages shall be firm for the duration of this Contract and any renewals thereof.
6. **Taxes Included:** Federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9997-7109. The amounts to be paid to Bidder hereunder are inclusive of all other taxes that may be levied or based upon this Contract, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the Products to be provided under this Contract, but excluding taxes levied or imposed upon the income or business privileges of Bidder. Bidder shall be responsible for any taxes levied or imposed upon the income or business privileges of Bidder.
7. **Packaging And Shipment; Risk of Loss:** Bidder shall package and ship all Products in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the Board's purchase order or some other notification) with freight prepaid. Bidder shall purchase insurance to cover the shipping period. It is understood and agreed that the Board will have no liability for any shipping or insurance charges not included in the prices quoted on the Bid Tabulation Pages. The Board may adjust the purchase order or shipping destination any time up to five (5) business days prior to shipment. The risk of loss and damage to Products ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Products ordered hereunder. The provisions of this Section shall survive the expiration or termination of the Contract.
8. **Inspection And Out-Of-Box Failures:** The Board reserves the right to inspect all Products upon delivery and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the Specifications, as more particularly described in Section IV herein. Products which do not conform to the Specifications or that are otherwise damaged may, at the Board's option, be returned to Bidder (at Bidder's expense) for replacement, or the Board may cancel that portion of the purchase order relating to the nonconforming Products at no charge to the Board. For any such returned Product, the Board shall either debit Bidder the cost of said Product plus freight, or request a refund for such at Board's discretion. The warranty period for any Product repaired or replaced pursuant to this Section shall be one (1) year from the date the repaired or replaced Product is received by the Board.
9. **Standards of Performance:** Bidder shall devote, and shall cause all of its staff and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the Board and to the satisfaction of the Chief Operating Officer. Bidder shall retain and utilize sufficient staff to assure the most effective and efficient performance of Services and shall utilize, as required by law or by the Contract, professionals licensed to practice in the State of Illinois in the applicable profession. Bidder shall use efficient business administration methods and perform the Services and provide the Products in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Products are provided and Services are performed at a reasonable cost to the Board and that services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered.

II. GENERAL TERMS AND CONDITIONS (CONT'D)

Bidder acknowledges and accepts a relationship of trust and confidence with the Board and agrees to cooperate with the Board, and all other persons or entities which may be retained by the Board, in performing Services to further the best interests of the Board.

10. **Audit and Document Retention:** Bidder shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the provision of Products and Services. Bidder shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Bidder's provision of Products and Services under the Contract. All records referenced above shall be retained for five (5) years after completion of Services or expiration or termination of the Contract and shall be subject to inspection and audit by the Board. Bidder shall require all subcontractors to maintain the above-described records and to allow the Board the same right to inspect and audit said records as set forth herein.
11. **Compensation And Payment:** The maximum compensation and payment during this Contract shall not surpass the not-to-exceed amount specified by the Board on the Bid Execution Page. The maximum compensation and payment during any renewal term shall be established by the Board. The Board has no obligation to pay for Services or Products that are not actually rendered or delivered. Unless the Board has requested that Products ordered before the effective termination or expiration date be delivered after the effective date of termination, the Board shall not have any liability for any Products delivered after the effective expiration or termination date. Bidder shall submit invoices referencing this Contract with such supporting documentation as may be requested by the Board, including but not limited to, proof of delivery. The Board shall process payments in its normal course of business.
12. **Non-Appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Contract, the Board shall notify Bidder and this Contract shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Board be liable to the Bidder for any amount in excess of the current appropriated amount.
13. **Warranty:** Bidder hereby warrants that all Products furnished hereunder shall conform to the Specifications in Section IV, shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship and design for a period of one year from date of receipt of shipment. The Board shall have the option to require Bidder to repair or replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for any payment therefore. Repaired Products, excluding Out-of-Box Failures that are covered in Section 8 above, shall be warranted for a minimum period of six (6) months from completion of repairs or the remainder of the Product's original warranty, whichever is longer. Bidder shall be responsible for transportation, shipping and insurance charges for all warranty shipments. This warranty shall survive inspection, acceptance, payment and expiration or termination of this Contract.
14. **Performance and Payment Bond.** The selected Bidder shall furnish the Board's Chief Purchasing Officer with a Performance and Payment Bond in an amount to be determined by the Board, which amount shall be equal or exceed the dollar amount of all outstanding Work awarded to Bidder. Such bonds shall comply with the requirements of Illinois law regarding bonds on Public Works. The bond shall be in a form and issued by a Surety acceptable to the Board, and licensed as a Surety by the State of Illinois. The bond is security for the faithful performance of the Services and delivery of the Products under this Contract and the payment of all persons supplying labor, materials, equipment, and services of any nature to Bidder in connection with the Work. The bond shall be furnished together with the current power of attorney for the person or persons signing on behalf of the surety, which power of attorney shall be sealed and certified with "first hand signature" by an officer of the surety. A facsimile signature shall not be accepted by the Board. In addition, the acknowledgement of the principal on the bond shall be notarized with his or her official title identified. The cost of the Payment and Performance Bond shall be included in the unit costs as shown on the Bid Tabulation Pages.
15. **Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:
 - 1) Any material misrepresentation by Bidder in the inducement of the Contract or the performance of Services.
 - 2) Breach of any agreement, representation or warranty made by Bidder in the Contract.

II. GENERAL TERMS AND CONDITIONS (CONT'D)

- 3) Failure of Bidder to make delivery of the Products or to perform the Services required hereunder in accordance with the terms and conditions of the Contract, including, but not limited to, the following:
 - a) Action or failure to act which affects the safety and/or welfare of students or Board staff;
 - b) Failure to perform in accordance with terms, conditions and specifications of the Contract;
 - c) Failure to provide any Products or any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - d) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - e) Failure to deliver the Products or to perform the Services in a manner satisfactory to the Board, or inability to deliver the Products or to perform the Services satisfactorily;
 - f) Failure to promptly re-deliver Products or re-perform Services, either of which were determined by the Board to be incomplete or unsatisfactory, within a reasonable time;
 - g) Discontinuance of the delivery of the Products or performance of the Services for reasons not beyond Bidder's reasonable control; or
 - h) Failure to comply with any term of the Contract, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in the Contract constituting an Event of Default.
- 4) Default by Bidder under any other agreement Bidder may have with the Board.
- 5) Assignment by Bidder for the benefit of creditors or consent by Bidder to the appointment of a trustee or receiver or the filing by or against Bidder of any petition or proceeding under any Bankruptcy, insolvency or similar law.

16. **Remedies.** The occurrence of any Event of Default which Bidder fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of the Contract and specifying the Event of Default which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Bidder fails to commence and continue diligent efforts to cure in the sole opinion of the Board, will permit the Board to declare Bidder in default. Whether to declare Bidder in default is within the sole discretion of the Chief Purchasing Officer. Written notification of an intention of the Chief Purchasing Officer to terminate the Contract, in whole or in part, shall be provided and shall be final and effective upon Bidder's receipt of such notice. Upon the giving of such notice as provided in the Contract, the Board may invoke any or all of the following remedies:

- 1) The right to take over and complete the Services and obtain Products or any part thereof, by contract or otherwise as agent for and at the cost of Bidder, either directly or through others. The Bidder shall be liable to the Board for any excess costs incurred by the Board. Any amount due Bidder under the Contract or any other agreement Bidder may have with the Board may be offset against amounts claimed due by the Board.
- 2) The right to terminate the Contract, in whole or in part, as to any or all of the Products undelivered or Services yet to be performed effective at a time specified by the Board.
- 3) The right to suspend delivery of Products and/or Services during the fifteen (15) day cure period.
- 4) The right to specific performance, an injunction or any other appropriate equitable remedy.
- 5) The right to receive from Bidder any and all damages incurred as a result or in consequence of an Event of Default.
- 6) The right to money damages.
- 7) The right to withhold all or part of Bidder's compensation under the Contract.
- 8) The right to use the Event of Default deem Bidder non-responsible in any individual future contracts which may be awarded by the Board.

If the Board considers it to be in its best interest, it may elect not to declare Bidder in default or to terminate the Contract. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Bidder to continue to provide the Products and Services despite one or more Events of Default, the Bidder shall in no way be relieved of any responsibilities, duties or obligations under the Contract nor shall the Board waive or relinquish any of its rights.

The remedies under the terms of the Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

II. GENERAL TERMS AND CONDITIONS (CONT'D)

17. Confidential Information, Dissemination of Information, Ownership, Survival:

- a. **Confidential Information.** In performance of Services or provision of Products to the Board, Bidder may have access to or receive certain information that is not generally known to others ("Confidential Information"). Bidder agrees not to use or disclose any Confidential Information or any records, reports, or documents prepared or generated as a result of this Contract without the prior written consent of the Board or its designee.
- b. **Dissemination of Information.** Bidder agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Contract ("Work Product") without the prior written consent of the Board. Bidder shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Bidder disseminate any information regarding Services without the prior written consent of the Board. In the event that Bidder is presented with a request for documents by any administrative agency or with a *subpoena duces tucem* regarding any records, data, or Work Product which may be in Bidder's possession as a result of Services under this Contract, Bidder shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Bidder will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Bidder agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to by Bidder under this Contract.
- c. **Ownership.** All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, shall at all times be and remain the property of the Board. Upon demand by the Board or its representative, all of the foregoing items shall be promptly delivered to the Board or its representative; and also, in any event, shall be promptly be delivered to the Board upon expiration or termination of this Contract. In the event any of the above items are lost or damaged while in Bidder's possession, such items shall be restored or replaced at Bidder's expense.
- d. **Survival.** The provisions of this paragraph shall survive the termination or expiration of this Contract.

18. **Assignment:** This Contract shall be binding on the parties and their respective successors and assigns, provided however, that Bidder may not assign this Contract or any obligations imposed hereunder without the prior written consent of the Board.

19. **Representations And Warranties Of Bidder:** Bidder represents and warrants that the following shall be true and correct as of the effective date of this Contract and shall continue to be true and correct during the Term of this Contract:

- a. **Warranty of Title:** Bidder warrants title to the Products and that the Products are free and clear from all liens, contracts, chattel mortgages and other encumbrances; that the Bidder has the lawful right to dispose of and sell the Products and that the Bidder shall warrant and defend its title against all claims.
- b. **Compliance with Laws:** Bidder is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this Agreement and the performance of Services and Products, including, but not limited to, the Fair Credit Reporting Act 15 USC1681 *et seq.*, the Prevailing Wage Act, 820 ILCS130/1 *et seq.*, the Drug-Free Workplace (Act 41 USC 10/701 *et seq.*), and any other applicable laws, regulations and statutes relating to non-discrimination, all of the foregoing as from time to time amended. Further, Bidder is and shall remain in compliance with all Board policies and rules.
- c. **Background and Statewide Sex Offender Database Checks.** Under the provisions of the Illinois School Code, 105 ILCS 5/34-18.5, *et .seq.*, Bidder shall conduct a fingerprint-based criminal background investigation and a Statewide Sex Offender Database check of all employees who may have direct, daily contact with the pupils in any school. Bidder shall not assign to perform Services at any school any employee convicted of the offenses listed in the Illinois School Code or those for whom a fingerprint-based

III. GENERAL TERMS AND CONDITIONS (CONT'D)

criminal background investigation or Statewide Sex Offender Database check has not been initiated. Upon receipt of the record of conviction, Bidder shall immediately remove any person so assigned at the school. In addition, Bidder shall require all persons assigned to any school to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Bidder to demonstrate its compliance with the provisions of this Section. Also, Bidder shall comply with the requirements of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

- d. **Authorization:** Bidder represents that it has taken all action necessary for the approval and execution of this bid, and execution by the person signing on behalf of Bidder is duly authorized by Bidder and has been made with complete and full authority to commit Bidder to all terms and conditions of this Contract which shall constitute valid, binding obligations of Bidder.
 - e. **Gratuities:** No payment, gratuity or offer of employment was made by or to Bidder in relation to this Contract or as an inducement for award of this Contract
 - f. **Contractor's Disclosure Form:** The disclosures in the Contractor's Disclosure Form or Contractor's Disclosure-Recertification submitted by Bidder are true and correct. Bidder shall promptly notify the Board in writing of any material change in information set forth therein, including but not limited, to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
 - g. **Licensed Professionals.** Services required by law or by this Contract to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
 - h. **Financially Solvent.** Bidder warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Contract.
 - i. **Technical Accuracy.** Bidder warrants that all Services will be technically accurate and correct.
20. **Indemnification:** Bidder agrees to indemnify and hold harmless the Board, its members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including but not limited to costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, and/or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Bidder, its employees, agents and/or its subcontractors under this Contract. The indemnities set forth herein shall survive the expiration or termination of this Contract.
21. **Notices:** All notices required under this Contract shall be in writing and sent to (1) Bidder at the address and to the person set forth on the Bid Execution Page, or to such other address or person as may be designated by the Bidder in writing, and (2) to the Board at the address set forth on page 3 of this Bid Solicitation to the attention of the Chief Purchasing Officer. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.
22. **Uniform Commercial Code:** In the absence of a governing provision under this Contract or should any provision of this Contract be construed by the court as vague, the corresponding provision of the Uniform Commercial Code, Article 2 shall apply.
23. **Entire Agreement And Amendment:** This Contract, including all attachments and referenced documents, constitutes the entire agreement of the Board and Bidder with respect to the matters contained herein. All attachments are incorporated into and made a part of this Contract. No modification of or amendment to this Contract shall be effective unless such modification or amendment is in writing and signed by the Board and Bidder. Any prior agreements or representations, either written or oral, relating to the subject matter of this Contract are of no force or effect.

II. GENERAL TERMS AND CONDITIONS (CONT'D)

24. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
25. **Conflict of Interest:** This Contract is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.
26. **Indebtedness:** The Bidder agrees to comply with the Board's Indebtedness Policy (95-0726-EX3) as may be amended from time to time, which is hereby incorporated by reference into and made a part of this Contract as fully set forth herein.
27. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Bidder or has or shall have a financial interest, directly, or indirectly, in this Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy (95-0927-RU3) as may be amended from time to time, which is hereby incorporated by reference into and made a part of this Contract as if fully set forth herein.
28. **Inspector General:** Each party to this Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
29. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time and as often as may be deemed expedient.
30. **Severability:** In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Contract will not fail, but the balance of the Contract will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Contract.
31. **Non-Liability of Board Officials:** Bidder agrees that no Board member, employee, agent, officer and/or official shall be personally charged by Bidder, its members if a joint venture, or any subcontractors with any liability or expense under the Contract or be held personally liable under the Contract to Bidder, its members if a joint venture, and/or any subcontractors.
32. **Right of Entry:**
- i. Bidder and its subcontractors and their respective officers, employees, and agents are permitted to enter the Chicago Public Schools in connection with the delivery of Products and performance of Services under this Contract subject to the terms and conditions contained in this Contract and those rules established by the Board. The Bidder shall provide advance notice of its intended entry to the principal and building engineer whenever Products are to be delivered or Services are to be performed at an existing school. Before entry, consent must be given by the principal, building engineer, or the Board. However, the foregoing consent does not create, and shall not be construed to imply to creation of, any additional responsibilities on the part of the Board
 - ii. Bidder shall use, and shall cause its subcontractors and their respective officers, employees, and agents to use, the highest degree of care when entering a school in connection with this Contract. Bidder and its subcontractors and their respective officers, employees and agents must comply with all instructions and requirements for the use of the school, and any leases or licenses for the use of the school, whether the school is owned or leased by the Board, or leased from the Board.
33. **Insurance:** Bidder, at its own expense, shall procure and maintain insurance for all operations under the Contract, whether performed by Bidder or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Bidder shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Work. Minimum insurance requirements are:

II. GENERAL TERMS AND CONDITIONS (CONT'D)

- a. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence for accident and disease. The workers' compensation policy shall contain a waiver of subrogation clause.
- b. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense.
- c. **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any Contract, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

Additional Insured. Bidder shall have its General and Automobile Liability Insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board.

Insurance Certificate. The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. Board will not pay the Bidder for any work if satisfactory proof of insurance is not provided prior to the commencement of services. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

Heather Obora, Chief Purchasing Officer
Board of Education of the City of Chicago
125 S. Clark Street, 10th Floor
Chicago, Illinois 60603
Attn: Martha Escareno

General. Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Bidder's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements.

Bidder's failure to carry or document required insurance shall constitute a breach of the Bidder's agreement with the Board. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the Board retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated. Board will not pay the Bidder for any Work if satisfactory proof of insurance is not provided before the commencement of services.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Bidder. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Bidder under the Contract.

All subcontractors are subject to the same insurance requirements of Bidder unless otherwise specified in this Contract. The Bidder shall require any subcontractors under this Agreement to maintain comparable insurance naming the Bidder, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Bidder will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

II. GENERAL TERMS AND CONDITIONS (CONT'D)

The coverages and limits furnished by Bidder in no way limit the Bidder's liabilities and responsibilities specified within the Contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Contract, if any, or any limitation that might be placed on the indemnity in this Contract given as a matter of law.

The Bidder agrees that insurers waive their rights of subrogation against the Board.

Upon Board request, Bidder and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance. The Board reserves the right to modify, delete, alter or change insurance requirements at any time.

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III. SPECIFIC TERMS AND CONITIONS

1. **Delivery/Time of Performance:** The Products shall be delivered to a location as directed by the school representative or Department of Operations personnel, and fully installed according to manufacturer's specifications. Products being replaced must be removed from the premises by Bidder. Deliveries will be made to the designated school sites as indicated at the time of ordering between the hours of 8:00 a.m. to 3:30 p.m. on regular business days unless other arrangements have been made.
2. **Invoices:** All original invoices shall be forwarded to the Chicago Public Schools – Accounts Payable Department P.O Box 661, Chicago, IL 60690-0661. All invoices must include a valid purchase order number, itemized description of Products and Services rendered, date the Services were rendered or Products were delivered and installed, invoice date and invoice amount. Invoices shall be submitted in a timely and mutually agreed upon time period with the Board's User Department. All invoices must be signed and dated and must reference this specification number. If Bidder has more than one contract with the Board, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. A duplicate copy of invoices shall be forwarded by the Bidder to the Department of Operations, and, if it is a purchase by a school, to School Principal or Principal's designee, to apply against the Contract. However, the original invoice must be sent to the address stated above.
3. **MBE/WBE Plan** (See Attachment C): In accordance with the requirements of the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts," Bidder must provide a detailed compliance demonstration showing the manner in which the Bidder will comply with the MBE and WBE requirements. This demonstration must also identify the MBE and WBE firms that will participate in this agreement. Once identified, substitution of any MBE or WBE firms must be approved by the Board's Office of Business Diversity. For the term of the Contract, Bidder shall adhere to the minimum goals set at 30% for MBE and 7% for WBE participation and shall adhere to all other applicable MBE/WBE requirements as set forth in the Plan. **Bidder agrees to submit all documentation in connection with the M/WBE plan completed and properly notarized as required in this bid solicitation package.**
4. **Reporting Requirements:** Bidder will be required to submit a monthly purchase report for all purchases and services delivered to the Board. For each purchase this report must include the date of purchase, CPS Purchase Order (P.O.) number, total P.O. amount, school/department name and the number of units purchased. Bidder will submit reports to the Department of Operations by the 10th of each month.
5. **Assembly and Installation:** Assembly and installation is required according to manufacturer's specifications. All assembly and installation shall be performed by person(s) who are experienced and skilled in methods recommended by the applicable manufacturer(s).
6. **Credit Card Payments:** The Board terms are net thirty (30) days. The Board may chose to make payments via credit card, at Board's discretion.
7. **Technology Language:**
 - a. **Technology Overview:** The Board of Education uses Oracle's I-Procurement and Core Purchasing applications to create and maintain purchase requisitions and purchase orders. The Board also uses Purchasing Cards (P-cards) to pay suppliers for filled purchase orders. The P-card is a MasterCard issued by Harris Bank

CPS is currently integrating purchase orders for P-card suppliers with FLEXPOR, an application hosted by Harris Bank. All purchase orders for P-Card suppliers will be routed through FLEXPOR and suppliers will be expected to integrate with FLEXPOR to receive purchase orders and submit purchase order acknowledgements.
 - b. **Technology Capabilities of Supplier(s):** The Board has implemented Oracle's I-Procurement and I-Supplier Portal for purchasing transaction processing. Suppliers(s) selected for sourcing must have the following technical capabilities:

III. SPECIFIC TERMS AND CONDITIONS (CONT'D)

1. Ability to accept MasterCard for payment (as a P-card Transaction)
 2. Ability to pass Level II or Level III data in the credit card transaction
 3. Ability to use iSupplier portal (provided by CPS) to create and manage invoices
 4. Ability to provide ASN (Advance Ship Notice) information to CPS through FLEXPOR
 5. Ability to provide Purchase Order Acknowledgements to CPS through FLEXPOR
 6. Ability to provide the Board with punch-out or transparent punch-out capabilities to the bidder's web site or through a business to business portal, such as Oracle Exchange
 7. Provide the Board with an item catalog, and a content management process to ensure current and accurate content
 8. Ability to accept ACH (Automatic Clearing House) payments
8. **Catalog Language:** Bidder must provide access to electronic catalogs or a website, and must supply an adequate number of catalogs for all Board (including CPS) sites and locations. The Board requires catalogs to be comprehensive and to include a complete product line for the relevant section(s).

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IV. SCOPE OF SERVICES. INSTALLATION REQUIREMENTS AND SPECIFICATION OF PRODUCTS

1. Delivery and Installation Information:

- A. The work covered by the specifications under this Contract will include providing all Products as specified and delivery and installation of such Products and Services at the Board's school locations in the manner listed below:
 - 1. Student and office furniture must be delivered no later than eight (8) weeks from the date that the order has been placed by an authorized Board representative from the Department of Operations, or School Principal or his or her designee.
- B. At the time of the order, the Board will provide a tentative date for delivery of the furniture. Approximately two (2) weeks after the date of order, actual delivery dates will be established. At this time, a written delivery and installation schedule will be generated by Bidder, including items to be delivered, date and time of delivery and installation. Also, at such time, all written manufacturers' acknowledgements of the order must be provided to the Board. This delivery schedule shall be updated and sent to the Board via facsimile four (4) weeks as well as twenty-four (24) hours prior to delivery.
- C. All deliveries shall be coordinated two (2) weeks, as well as, twenty-four (24) hours prior to delivery with a representative from each school and/or general contractor performing work at the location, in order to ensure that the location is accessible and that the authorized Board representative is on site during delivery and installation. Any costs associated with deliveries that are not properly coordinated with Board personnel will be the responsibility of the Bidder.
- D. Upon completion of the delivery of the Products during the established Board delivery dates, a walk through must be performed by the Bidder and Board or school representatives, and all items that have not been delivered and/or installed will be documented in writing and faxed to the authorized Board representative within 24 (twenty-four) hours, with approximate dates of completion.
- E. If any vendor, installer and/or manufacturer misses the confirmed delivery dates for final installation, Bidder will be responsible for any overtime for after hours cost to meet original date of installation.

2. Multi Project Labor Agreement:

- b. The Board has entered into a Multi Project Labor Agreement with various trades regarding projects awarded by the Board, a copy of which is attached hereto as Attachment D, together with a list of signatory unions. Bidder acknowledges familiarity with the requirements of the Board's Multi Project Labor Agreement, its applicability to any Work Bidder may be awarded under this Contract, and shall comply with and be bound to the terms and conditions of the Multi Project Labor Agreement in all respects.

3. Execution:

- A. All furniture shall use manufacturer's standard grade fabrics unless otherwise specified. All colors shall be chosen from the manufacturer's standard unless otherwise specified. The colors will be chosen either by Board's representative from the Department of Operations, the applicable School Principal or his or her designee.
- B. All furniture installation must be completed in the applicable time frames according to Section IV, 1., above, in its entirety. Most projects are new construction and the delivery dates may be delayed. Any delays in the schedule may cause the furniture to be stored at the Bidder's expenses up to ninety (90) days. No storage charges will be incurred by the Board and no furniture will be stored at the Board's warehouse facility. Bidder must confirm delivery addresses through the Board's Department of Operations.
- C. At the time of delivery, a representative of the Department of Operations or a school principal or his or her designee must sign the delivery tickets ensuring that the furniture items were received by the school. This signature will only serve to verify that an item was delivered and does not verify quality, or quantity.

IV. SCOPE OF SERVICES. INSTALLATION REQUIREMENTS AND SPECIFICATION OF PRODUCTS (CONT'D)

4. Clean Up:

- A. **Bidder will be responsible for the removal and legal disposal of debris from the site the same day as installation occurs.** This includes the off site disposal of all cardboard and packaging products. Any dumpsters provided by the school or any contractor on site are **not** for the use of the Bidder.
- B. Each piece of furniture must be wiped clean after installation and checked to ensure good working order of such Product.

5. Punch list/Final Acceptance:

- A. A representative from the Department of Operations will perform a walk through of the site and determine if all Products ordered from the Bidder have been properly installed. A list of missing, damaged, and incorrectly installed furniture by the Bidder will be generated as a punch list.
- B. After the punch list is issued to the Bidder, the Bidder has one month from the date of the punch list to respond to all items listed on the punch list. If an item must be replaced, an expected date for delivery must be given within two weeks of issuance of the punch list.
- C. The Board's Department of Operations, the Board's representative, or designated school principal or principals' designee, must sign off on installation, and the completion of the Products punch list prior to the issuance of final acceptance.

6. Warranty/Tag/Maintenance Schedule:

- A. Bidder shall provide each school with a manufacturer's warranty for each of the Products delivered to the school upon final acceptance. Said warranty shall be for no less than **fifteen (15) years** from such date of final acceptance. Each warranty shall include, but is not limited to, the manufacturer's name, the school's name, the product style name, the product number, the length of the warranty, the manufacturer's contact person and the Contract number. **A letter containing all warranty information must be provided with the invoice or the invoice will not be processed for that school or location. All maintenance installations for Products should be provided at that time as well per manufacturer recommendations** (See Also Section II, General Terms and Conditions, Paragraph #13. Warranty). In addition, Bidder will provide a two year warranty on all installation and assembly performed by Bidder (or on Bidder's behalf) under the Contract.
- B. Each item must be tagged. The tagging system shall include for each item the school name, the supplier, and the delivery date.

7. Cost for Late Delivery:

- A. Bidder agrees that delivery of all Products and rendering of all Services shall be performed regularly, diligently, and without interruption at such rate of progress as will ensure full completion thereof within the time specified by Board or Board representative (including but not limited to the school principals). If Bidder shall neglect, fail or refuse to complete the work within the time herein specified, then the Bidder agrees, as partial consideration for the awarding of this Contract, to pay the Board the cost incurred for temporarily substituted rental furniture, storage of rental furniture, delivery and shipping of the rental furniture, the clean up of the rental furniture, and to hold harmless the Board for any cost for such.
- B. The Board may recover any of the cost or any amounts stated in paragraph A by deducting the amount thereof out of any monies due or that may become due to the Bidder or in any other manner determined by Board.

IV. SCOPE OF SERVICES. INSTALLATION REQUIREMENTS AND SPECIFICATION OF PRODUCTS (CONT'D)

8. Manufacturer Discount:

For each manufacturer that Bidder identifies as manufacturing specific Products, Bidder shall provide a price discount from that manufacturer's suggested list price in the manufacturer(s) catalog (discount price). This discount price will include the item, shipping, delivery, and installation and will be used to readily price items not specified in Section VII Bid Tabulation Pages of this bid solicitation. This pricing will be available to any school or department of Chicago Public Schools or the Board of Education regardless of funding source. Additional manufacturer's catalogs for non – specified items may be listed provided that a discount of 10% or greater from the manufacturers suggested list price is made available to the Board, and the discount price includes the item, shipping, delivery, and installation. **Pricing will not vary with the size of the order on catalog items or items in the specifications. Unit prices stated on the Bid Tabulation Pages will be extended to the Board for all quantities.**

9. Catalogue:

A catalog of Products for this Contract shall be provided by Bidder to each school. The catalog may be in print form and electronic web based format. Creation of the catalog is to be completed no later than one (1) month after this Contract is awarded. Only items available in the Contract shall appear in the catalog. A color image, brief description, all dimensions, material and color choices and price shall be shown for each Product item.

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IV. SCOPE OF SERVICES. INSTALLATION REQUIREMENTS AND SPECIFICATION OF PRODUCTS (CONT'D)

Chicago Public Schools – Ergonomic Classroom Furniture Specifications

ANY SIMILARITIES OF PRODUCT SIZE AND DESCRIPTION TO A SPECIFIC LINE OF ERGONOMIC CLASSROOM FURNITURE IS COMPLETELY UNINTENTIONAL. ALL BRANDS OF ERGONOMIC CLASSROOM FURNITURE ARE ACCEPTABLE PROVIDED THAT THE PRODUCT SPECIFICATIONS ARE MET AND MATERIALS ARE OF COMPARABLE OR BETTER QUALITY.

STUDENT CHAIR C- 1 Thru C - 3

Description:

Stackable, forward -flexing cantilever frame chair.

Seat and Back: One piece seat and back construction. Seat and back shell of double walled polypropylene, perforated at seat pan with anti-slip textured surface. Seat back to lumbar supporting. Standard grip hole on chair back and concealed seat attachment on underside of chair seat. Polypropylene finish.

Frame: 12 gauge bent tubular cantilever steel frame. Powdercoat finish.

Seat shell and frame are independent of one another.

Glide Feet: Plastic glide for both hard and soft floor surface to be consist of two piece component that does not leave marks on hard floor surfaces. Same component must be usable for carpet flooring.

Size:

C-1 19 1/2"W x 16 1/2"D x 18 1/8"Seat Ht.

C-2 19 1/2"W x 16 1/2"D x 16 5/8" Seat Ht.

C-3 16 5/8"W x 14 1/4"D 13 3/8" Seat Ht.

STUDENT COMPUTER CHAIR C-4 and C-5

Description:

Armless, swivel computer task chair with five-star foot base.

Seat and Back: One piece seat and back construction. Seat and back shell of double walled polypropylene, perforated at seat pan with anti-slip textured surface. Seat back to lumbar supporting. Standard grip hole on chair back and concealed seat attachment on underside of chair seat. Polypropylene finish.

Frame: Steel frame. Attachment at bottom of seat. Powdercoat finish.

Caster Feet: Standard graphite black castors for hard or soft surface flooring.

Height Adjustment Mechanism: Stepless gas spring adjustable height mechanism with plastic cover.

Size:

C-4 17 1/8"W x 16 5/8"D x Adj. Seat Ht.- 16 5/8" – 20 1/2"

C-5 14 13/16W x 14 13/16D x Adj. Seat Ht. – 13 3/8"- 16 3/4"

IV. SCOPE OF SERVICES. INSTALLATION REQUIREMENTS AND SPECIFICATION OF PRODUCTS (CONT'D)

Chicago Public Schools – Ergonomic Classroom Furniture Specifications

STUDENT DESK D - 1

Description:

Freestanding student desk with adjustable height 12 gauge tubular steel leg support.

Leg: Adjustable leg heights from 22"-32" Ht. for K-12th. Inverted T base and frame. Foot construction to be steel. Steel feet to have full coverage replaceable plastic scuff plates with concealed attachment. Powdercoat frame finish.

Glide Feet: Plastic glide for both hard and soft floor surface to be consist of two piece component that does not leave marks on hard floor surfaces. Same component must be usable for carpet flooring.

Worksurface: Lingo-Dur molded wood core top of thermally treated and fused 5/8" thick wood particle composites with a laminated melamine resin on both sides. 2" radius rounded corners to be completely covered by melamine resin. Worksurface to be predrilled for the appropriate hole pattern for desk base and book box attachment.

Accessories: Standard black steel wire metal backpack hook.

Sizes: Work surface Size 27 5/8"W x 19 3/4"D x Adj. Hts-22 7/8", 25 1/4", 27 5/8", 30", 32 3/8"

Desk available with optional removable metal book box. Book box to match description as stated for MBB-1.

Meets DIN EN ISO 14,001 environmental standards certification with 15 year warranty

STUDENT DESK - Metal Book Box – MBB-1

Construction: 18 gauge steel book box. Rounded corners with no sharp edges. Powdercoat finish.

Size: 19.88"W at top of book box and then tapers to 18.7"W at bottom of book box. It is 17.8"D and is 5.0"H.

ADA STUDENT DESK – D-2

Description:

Freestanding student desk with fixed height 12 gauge tubular steel leg support

Leg: Fixed leg height providing 27" clear height knee space. Inverted T base and frame. Foot construction to be steel. Steel feet to have full coverage replaceable plastic scuff plates with concealed attachment. Powdercoat frame finish.

Glide Feet: Plastic glide for both hard and soft floor surface to be consist of two piece component that does not leave marks on hard floor surfaces. Same component must be usable for carpet flooring.

Worksurface: Lingo-Pal laminated wood core. 1" thick high pressure laminated surface on both sides of table top with multiple density core material. Edge to be molded 2.5 mm hard plastic edge. Worksurface to be predrilled for the appropriate hole pattern for desk base and book box attachment.

Accessories: Standard black steel wire metal backpack hook.

Sizes: 37 5/8"W x 29"D x 32"Fixed Ht., providing minimum 27" clear knee space

Desk available with optional removable metal book box. Book box to match description as stated for MBB-1.

Meets DIN EN ISO 14,001 environmental standards certification with 15 year warranty

IV. SCOPE OF SERVICES. INSTALLATION REQUIREMENTS AND SPECIFICATION OF PRODUCTS (CONT'D)

Chicago Public Schools – Ergonomic Classroom Furniture Specifications

STUDENT DESK D-3

Description:

Freestanding student desk with adjustable height 12 gauge tubular steel T- leg support

Leg: Fixed leg height. Inverted T base and frame. Foot construction to be steel. Steel feet to have full coverage replaceable plastic scuff plates with concealed attachment. Powdercoat frame finish.

Glide Feet: Plastic glide for both hard and soft floor surface to be consist of two piece component that does not leave marks on hard floor surfaces. Same component must be usable for carpet flooring.

Worksurface: Lingo-Dur molded wood core top of thermally treated and fused 5/8" thick wood particle composites with a laminated melamine resin on both sides. 2" radius rounded corners to be completely covered by melamine resin. Worksurface to be predrilled for the appropriate hole pattern for desk base and book box attachment.

Desk predrilled for MBB-1 metal book box to be added in the future

Accessories: Standard black wire metal backpack hook.

Size: 27 5/8"W x 19 3/4"D x 22 7/8" Height (elementary)

Meets DIN EN ISO 14,001 environmental standards certification with 15 year warranty

STUDENT DESK D-4

Description:

Freestanding student desk with adjustable height 12 gauge tubular steel T- leg support

Leg: Fixed leg height. Inverted T base and frame. Foot construction to be steel. Steel feet to have full coverage replaceable plastic scuff plates with concealed attachment. Powdercoat frame finish.

Glide Feet: Plastic glide for both hard and soft floor surface to be consist of two piece component that does not leave marks on hard floor surfaces. Same component must be usable for carpet flooring.

Worksurface: Lingo-Dur molded wood core top of thermally treated and fused 5/8" thick wood particle composites with a laminated melamine resin on both sides. 2" radius rounded corners to be completely covered by melamine resin. Worksurface to be predrilled for the appropriate hole pattern for desk base and book box attachment.

Desk predrilled for MBB-1 metal book box to be added in the future

Accessories: Standard black wire metal backpack hook.

Size: 27 5/8"W x 19 3/4"D x 27 5/8" Height (middle)

Meets DIN EN ISO 14,001 environmental standards certification with 15 year warranty

IV. SCOPE OF SERVICES. INSTALLATION REQUIREMENTS AND SPECIFICATION OF PRODUCTS (CONT'D)

Chicago Public Schools – Ergonomic Classroom Furniture Specifications

STUDENT DESK D-5

Description:

Freestanding student desk with adjustable height 12 gauge tubular steel T- leg support

Leg: Fixed leg height. Inverted T base and frame. Foot construction to be steel. Steel feet to have full coverage replaceable plastic scuff plates with concealed attachment. Powdercoat frame finish.

Glide Feet: Plastic glide for both hard and soft floor surface to be consist of two piece component that does not leave marks on hard floor surfaces. Same component must be usable for carpet flooring.

Worksurface: Lingo-Dur molded wood core top of thermally treated and fused 5/8" thick wood particle composites with a laminated melamine resin on both sides. 2" radius rounded corners to be completely covered by melamine resin. Worksurface to be predrilled for the appropriate hole pattern for desk base and book box attachment.

Desk predrilled for MBB-1 metal book box to be added in the future

Accessories: Standard black wire metal backpack hook.

Size: 27 5/8"W x 19 3/4"D x 30" Height (High)

Meets DIN EN ISO 14,001 environmental standards certification with 15 year warranty

V. SUBMITTAL REQUIREMENTS

RESPONSES MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EVERY PARAGRAPH CITED IN THIS SECTION IN ITS ENTIRETY.

Format of Bid Response: All bids must be submitted with pages numbered in a plastic binder with section dividers for each item listed below. Each bid shall be submitted on a standard 8 1/2"x 11" bond paper bound on one side. For ecological reasons, Bidders are encouraged to submit two (2) sided printed documentation. Expensive papers and bindings are discouraged since no material will be returned to the Bidder. **This Bid Solicitation must be returned in the order below.**

Content of Response

1. **Bid Execution Page (Refer to Section X):** The Bid Execution Page must be completed, signed, notarized and submitted with the Bid Response.
2. **Bid Tabulation Pages and Summary of Manufacturers Discount (Refer to Section VII):** All blanks must be completed as applicable on the Bid Tabulation Pages, Summary of Manufacturers Discount Page and submitted with the Bid Response.
3. **Bid Unit Cost:** Bidder shall submit the BID TABULATION PAGES (Section VII) including but not limited to the following: UNIT PRICE, MANUFACTURER'S NAME and PRODUCT NUMBER. The bid tabulation pages shall include an aggregate total. In case of an error in the aggregate total, the total unit price shall govern

The unit prices for all items will be applicable to any Chicago Public School that wishes to purchase furniture regardless of the funding source. The Bidder will invoice those other funding sources ordering furniture directly.
4. **Summary of Bid Tabulation Pages (Refer to Section VIII):** The Summary of Tabulation Pages must be completed, signed and submitted with the Bid Response.
5. **48 Hour Inventory Requirements (Refer to Section IX):** The 48 Hour Inventory Requirements must be signed and submitted
6. **Bid Bond:** A Bid Bond is required by Bidder and must be submitted to the Board at the time of submission of the Bid proposal package. The bid bond shall be in the amount of \$10,000. Bidder may submit a cashier's check, letter of credit or a bid bond.
7. **Manufacturers Warranty:** Bidder shall submit the manufacturers written warranties (which must be for no less than 15 years) that will come with the Products; such warranties will be attached to this Contract and made a part hereof.
8. **Inventory:** Bidder shall submit evidence of its ability to provide the Products as outlined in this bid solicitation, including, in-house inventory as well as letters from the manufacturers on the ***manufacturers letterhead***, attesting to the Bidder's long standing agreements with manufacturer.
9. **Union Agreement(s):** Bidder shall submit a copy of the agreements showing that the installation companies are signatory to a carpenters union contract as indicated in the Multi Project Labor Agreement between the Signatory Labor Organizations and the Chicago Board of Education.
10. **Samples:** Bidder shall submit samples of Products within fourteen (14) business days after requested by the Board. These samples must be truly representative, in all essential particulars, of the Products Bidder will deliver if the Board accepts this bid from Bidder.
11. **Technology Capabilities of Bidder (Refer to Section III.: Specific Terms and Conditions, Section 7.b):** Bidder must describe in detail how the Bidder will meet the Technology capabilities requested in this bid solicitation.

V. SUBMITTAL REQUIREMENTS (CONT'D)

12. **Delivery of Specifications:** Bidder is required to submit the MANUFACTURER'S NAME, PRODUCT NUMBER, PICTURES AND SPECIFICATION INFORMATION DEMONSTRATING THAT THE PRODUCT MEETS OR EXCEEDS ALL INFORMATION LISTED IN THE SPECIFICATION for each item from the specified Section or Sections Bidder is bidding on. Bid may be rejected if it does not include the MANUFACTURER'S NAME, PRODUCT NUMBER, PICTURES AND SPECIFICATION INFORMATION DEMONSTRATING THE PRODUCT MEETS OR EXCEEDS ALL INFORMATION LISTED IN FURNITURE SPECIFICATION AND TECHNICAL INFORMATION SECTION for an item. The Manufacturer's Name or Product Number cannot be changed or altered after bid is submitted. Bidder shall specifically highlight how product meets or exceeds specification. General product brochures will not be accepted unless edited to specific item.
13. **References:** A minimum of three (3) references from programs of similar scope and magnitude for which the Bidder is currently providing, or has in the past provided, products similar to the Products required herein. The telephone number of the contact person, must be provided. The Board reserves the right to contact these references.
14. **Financial Statements:** Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years must be provided. Each prime or joint venture partner and subcontractors must submit this information, if applicable.
15. **Licenses:** Bidder shall submit copies of all applicable City of Chicago and State of Illinois Licenses and all other licenses relevant to the performance of this Contract.
16. **Insurance requirements:** Evidence of current insurance coverage must be submitted. If awarded this Contract and Bidder's current coverage does not meet the requirements stated in this bid, the Bidder shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for this bid. No Products shall be provided or Services performed prior to Bidders' compliance with the insurance requirements.
17. **Work History with Board:** List, and briefly describe, any past work history with the Board, or related institutions, including the specific project worked on or the specific products delivered to the Board or related institutions.
18. **Legal Actions:** List, and briefly describe, any and all legal actions for the past three (3) years in which the Bidder has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance, or a defendant in a criminal action.
19. **Joint Ventures:** A copy of the executed joint venture agreement, if applicable, must be submitted.
20. **Contractor Disclosure Form (Refer to Attachments A):** This form must be completed, signed, notarized and submitted with the Bid Response.
21. **W-9 Form Request for Taxpayer Identification Number and Certification (Refer to Attachment B):** The W-9 Form must be completed, signed and submitted with the Bid Response.
22. **M/WBE Compliance Affidavit (Refer to Attachment C):** All sections of the Remedial Program for Minority and Women Business Economic Participation that apply to Bidder must be filled out in their entirety. Any sections that do not apply must be clearly marked N/A. These completed documents must be submitted with the required copies of this bid solicitation. Please note that all M/WBE documents in reference to Bidder that require a notarized signatory must also be included in the submittal package.

VI. EVALUATION CRITERIA AND BASIS OF AWARD

1. SELECTION PROCESS

- a) **Evaluation Committee:** An Evaluation Committee, which will include representatives from the Department of Operations, Department of Procurement and Contracts, and other Board Departments, will review the Bids, in accordance with the evaluation criteria and submit its recommendation to the Chief Operating Officer, who in turn will review and request that the Chief Purchasing Officer recommend to the Board that those Bidder(s) meeting the Board's criteria be awarded this Contract.
- b) **Competency of Bidder:** No award will be made to any person, firm or corporation that is in arrears or is in default with the Board, the City of Chicago, the State of Illinois and/or the County of Cook upon any debt or contract, or that is a defaulter upon any obligation to the Board, or has failed to perform faithfully on any previous contract with the Board.
- c) **Consideration of Bids:** The Chief Purchasing Officer shall represent the Board in all matters pertaining to this bid. The Chief Purchasing Officer reserves the right to reject any Bid and to disregard any informality in the Bids when, in her opinion, the best interest of the Board will be served by such action.
- d) **Addenda to this Bid Solicitation:** If a Bidder is in doubt as to the true meaning of a part of this bid solicitation, a written request for interpretation thereof may be submitted to the Chief Purchasing Officer. Any revisions of this bid solicitation deemed necessary by the Chief Purchasing Officer will be made only by an addendum issued by the Department of Procurement and Contracts prior to the due date of this Bid. A copy of any such addendum will be mailed, faxed or delivered to each Bidder receiving this bid solicitation. Failure on the part of the Bidder to receive any written addenda will not be grounds for withdrawal of a bid. Bidder must acknowledge receipt of each addendum issued on the Bid Execution Page. Oral clarifications offered by any Board employees will not be binding on the Board.

2. EVALUATION CRITERIA

Bidder shall be evaluated on the following criteria:

- a) Submission of all submittal requirements.
- b) Longevity of business organization.
- c) Experience with other contracts of a similar type.
- d) Ability to meet specifications on all products.
- e) Lowest Price as evidenced on the Bid Tabulation Pages (Refer to Section VII).
- f) Available inventory to provide the Products requested (Refer to Section IX).
- g) Longevity of business organization.
- h) Capacity of the Bidder to handle any volume of Products that might be ordered pursuant to the Contract and deliver the Products on a timely basis.
- i) The quality of the responses received from the three (3) references.
- j) The past performance of the Bidder on other contracts with the Board and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Board, other government agencies, or any other available sources, relevant information concerning the Bidder's record of past performance.
- k) Compliance with the Insurance Requirements cited herein and ability to procure payment and performance bond.

VI. EVALUATION CRITERIA AND BASIS OF AWARD (CONT'D)

- l) The financial stability of the Bidder.
- m) Legal Actions which may affect delivery of the Products or performance under this Contract.
- n) M/WBE compliance demonstration must show how all applicable goals will be fulfilled. Proposed MBEs and WBEs must be identified through the submission of Forms 100, 101, 102 (if applicable), 103A and 103B (if applicable) 104 and 106 (if applicable). See Attachment C.

The evaluation of the M/WBE plan will be based on the quality of proposed M/WBE participation as demonstrated by the level, relevance and quality of participation by certified Minority/Women Business Enterprises. Compliance with the MBE/WBE goals previously stated in the Specific Terms and Conditions, Section III, Paragraph No. 3 on page 11, the quality of the proposed M/WBE Plan and the submission of all the required completed documents with your Bid response.

3. BASIS OF AWARD

Contracts will be awarded to the Bidder who meets the Board's Evaluation Criteria set forth herein. There will be One (1) award for this contract

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VII. Bid Tabulation Pages and Summary of Manufactures Discounts

SECTION VII, BID TABULATION**Ergonomic Classroom Furniture**

06-250070

A	B	C	D	E	F	G	H	I
Unit No.	Description	Base Unit Price for One (1) Item	Bidder Cost Per Each Item for shipping, delivery, union installation, insurance, set-up, and removal of packaging waste of all products only	Total Unit Price for One (1) Item (Add Columns C and D)	* Estimate of Quantities	Total Price for Estimated Quantities (Multiply Columns E and F)	Manufacturer Name	Product Number
C-1	Chair, Student Polypropylene, 19 1/2"W x 16 1/2"D x 18 1/8" Seat Ht.	\$	\$	\$	4000	\$		
C-2	Chair, Student Polypropylene, 19 1/2"W x 16 1/2"D x 16 5/8" Seat Ht.	\$	\$	\$	4000	\$		
C-3	Chair, Student Polypropylene, 16 5/8"W x 14 1/4"D 13 3/8" Seat Ht.	\$	\$	\$	500	\$		
C-4	Chair, Student Computer, Polypropylene, 17 1/8"W x 16 5/8"D x Adj. Seat Ht.- 16 5/8" – 20 1/2"	\$	\$	\$	500	\$		
C-5	Task Chair, Student Computer, Polypropylene, 14 13/16W x 14 13/16D x Adj. Seat Ht. – 13 3/8"- 16 3/4 "	\$	\$	\$	100	\$		
D-1	Desk, Student Adjustable Leg Size: 27 5/8"W x 19 3/4"D x 22"-32"Adj. Ht.	\$	\$	\$	4000	\$		
MMB-1	Desk, Student Book Box, Metal 19.88"w x 17.8"d x 5.0"h	\$	\$	\$	4000	\$		
D-2	Desk, Student Fixed Height Leg 37 5/8"w x 29"d x 32"h ADA desk	\$	\$	\$	20	\$		
D-3	Desk, Student Fixed Height Leg, Size: 27 5/8"W x 19 3/4"D x 22 7/8" (elementary)	\$	\$	\$	200	\$		
D-4	Desk, Student Fixed Height Leg, Size: 27 5/8"W x 19 3/4"D x 27 5/8" (middle)	\$	\$	\$	200	\$		

SECTION VII, BID TABULATION**Ergonomic Classroom Furniture**

06-250070

A	B	C	D	E	F	G	H	I
Unit No.	Description	Base Unit Price for One (1) Item	Bidder Cost Per Each Item for shipping, delivery, union installation, insurance, set-up, and removal of packaging waste of all products only	Total Unit Price for One (1) Item (Add Columns C and D)	* Estimate of Quantities	Total Price for Estimated Quantities (Multiply Columns E and F)	Manufacturer Name	Product Number
D-5	Desk, Student Fixed Height Leg, Size: 27 5/8"W x 19 3/4"D x 30" (high)	\$	\$	\$	200	\$		
TOTAL		\$						

* The Estimate of Quantities is informational only and does not obligate the Board to purchase any minimum amounts.

The Total Unit Price in Column E is inclusive of any and all costs, fees and expenses, and shall be the maximum amount charged to the Board.

Bidder must include Manufacturers Name and Product Number for all items listed above.

Prices Must Include Cost Of Warehousing Up To 90 Days

Bidder Acknowledges " 48 Hour Inventory Requirements" (Attached, Section IX)

The Bidder shall not plead misunderstanding or deception because of the estimate of quantities or other conditions pertaining to this Contract.

Signature of Authorized Company Representative

Telephone Number

Print Name of Authorized Representative

Title

VII. Bid Tabulation Pages and Summary of Manufactures Discounts

SUMMARY OF MANUFACTURER CATALOG DISCOUNTS
Ergonomic Classroom Furniture, Specifications No.: 06-250070

Name of Company: _____

Section 1: Ergonomic Classroom Furniture

Manufacturer Name	Manufacturer Catalog Discount Percentage from that Manufacturer's Suggested List Price in the Manufacturer(s) Catalog (discount price) for goods not included in pages 1 and 2 of the Bid Tabulation Pages	Catalog Date	Bidder Percentage Charge (for shipping, delivery, union installation, insurance, set-up and the removal of packaging waste of all Products)

The above discount is for discretionary purchases by CPS Schools and Board Departments for items not listed on the Bid Tabulation Pages. The Bid Evaluation and the award of Contract will not be based on this page.

VIII. SUMMARY OF BID TABULATION PAGE

Ergonomic Classroom Furniture Specification No.: 06-250070

Name of Company: _____

TOTAL AGGREGATE

Office/Classroom Library Furniture:

\$ _____

Note:

1. Prices must include the cost of warehousing by Bidder up to ninety (90) days.
2. On the tabulation sheets (Refer to Sections VII), list manufacturer's name and product number for each item.
3. The price must include the purchase, shipping, delivery, insurance, union installation, set-up and the removal of packaging waste of all Products.
4. Bidder shall not plead misunderstanding or deception based upon any conditions pertaining to this Contract
5. The cost must include all items listed and quantities listed on the Bid Tabulation Pages.

Signature of Authorized Company Representative

Telephone Number

Print Name of Authorized Representative

Telephone Number

IX. 48 HOUR INVENTORY REQUIREMENTS

**48 HOUR INVENTORY REQUIREMENTS
06-250070**

Unit No.	Description	Qty
C-1	Chair, Student, Stacking, 18 1/8" seat height.	120
C-2	Chair, Student, Stacking, 16 5/8" seat height.	120
D-1	Desk, Student, with adjustable leg	120
D-5	Desk, Student, with fixed leg for 30" Height	120
MBB-1	Desk Component, Metal Book Box for use on item D-1	120

Vendor agrees to stock the above products locally for 48 hour delivery.

Signature of Authorized Company Representative

Date

X. BID EXECUTION PAGE

The undersigned, hereby acknowledges having received **Specification No. 06-250070** containing a full set of documents, including, I. General Invitation, II. General Terms and Conditions, III. Specific Terms and Conditions, IV. Scope of Services Installation Requirements and Specification of Products, V. Submittal Requirements, VI. Evaluation Criteria and Basis of Award, VII. Bid Tabulation and Summary of Manufactures Discounts, VIII. Summary of Bid Tabulation Page, IX. 48 Hour Inventory Requirements, X. Bid Execution Page, XI. Attachments A, B and C and XII. Addenda Nos. _____ (none unless indicated here). The Bidder is responsible for reading and understanding all sections of this bid, and affirms that the Bidder shall be bound by all of the terms and conditions contained in this bid.

FREEDOM OF INFORMATION ACT NOTICE

The undersigned understands, by signing this document, that all documents submitted to the Board of Education of the City of Chicago ("Board") are a matter of public record and are subject to the Illinois Freedom of Information Act, 5 ILCS 140/1-11 ("FOIA"). Bidder acknowledges that if the Board receives a FOIA request for your bid the Board must release those documents to the requester. However, the Board will consider redacting any Addendum to your bid which is attached under separate cover and designated: Trade secrets and commercial or financial information where the trade secrets or information are proprietary or where disclosure may cause competitive harm. (5 ILCS 140/7(1)(g)). Any portion of this Addendum designated as trade secrets or proprietary information which does not fall directly within this FOIA exemption will be subject to release by the Board pursuant to FOIA. The Board will not honor Bidder's request to mark the entire bid or substantial parts of the bid as confidential. In such cases, the entire bid will be subject to disclosure under FOIA. Bidder agrees to indemnify and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the Addendum designated as trade secrets or proprietary information.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Bidder and its officers and employees have not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to any prices or other terms named in this bid or any other bid, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this bid.

BIDDER'S NAME: _____

ADDRESS: _____

By: _____
(Signature)

CITY: _____

NAME: _____

TELEPHONE: _____

TITLE: _____
(Printed)

Subscribed and Sworn to before me this ____
day of _____.

ATTEST BY: _____
(Signature)

Notary Public Signature
Seal of Notary

NAME: _____

TITLE: _____

Corporate Seal (requested, not required)

AWARD OF CONTRACT

Date of Award: _____

Term of Contract: _____

By execution below, the Board accepts the offer of _____ in an amount not to exceed _____.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
furniture:

Michael W. Scott, President

Award of Contract for the following type of

_____ Ergonomic Classroom Furniture

Attest: _____
Estela G. Beltran, Secretary

Board Report No.: _____

Approved as to legal form:

Patrick J. Rocks, General Counsel

ATTACHMENT A

Contractor's Disclosure Form



CHICAGO PUBLIC SCHOOLS

Arne Duncan
Chief Executive Officer

DEPARTMENT OF PROCUREMENT AND CONTRACTS
125 South Clark Street, 10th Floor • Chicago, Illinois 60603 • Telephone: 773/553-2280 • Fax: 773/553-2251
<http://www.csc.cps.k12.il.us/purchasing/>

Heather A. Obora
Chief Purchasing Officer

NOTICE TO SUPPLIER'S/PROSPECTIVE BIDDERS

Complete and return the attached **Notarized Contractor's Disclosure Form.**

Minority or Women Owned Business please attach a copy of your **City of Chicago Certification Letter.**

UP COMING SOLICITIONS WILL BE ADVERTISED IN THE CHICAGO TRIBUNE NEWSPAPER IN THE LEGAL NOTICE SECTION OR VIA OUR WEB SITE WWW.CSC.CPS.K12.IL.US/PURCHASING.

Vendor's based out of Chicago may call 773-553-2280 to request that a Bid package(s) be mailed. It must be noted that the Chicago Public Schools **will not** be responsible for the timely receipt of the bid(s).



DEPARTMENT OF PROCUREMENT AND CONTRACTS
125 South Clark Street, 10th Floor • Chicago, Illinois 60603 • Telephone: 773/553-2280 • Fax: 773/553-2251
<http://www.csc.cps.k12.il.us/purchasing/>

Heather A. Obora
Chief Purchasing Officer

DEPARTMENT OF PROCUREMENT AND CONTRACTS **CONTRACTORS DISCLOSURE FORM**

INSTRUCTIONS

1. Every Contractor submitting a bid or proposal to the Board of Education of the City of Chicago ("Board") must complete and return a Contractor's Disclosure Form.
2. The Contractor's Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor's is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor's Disclosure Form.
4. If the Contractor's Disclosure Form is fully partially owned by one or more corporations, each Corporation must submit a complete Contractor's Disclosure Form.
5. This Contractor's Disclosure Form need only be filed with the Department of Procurement and Contracts on a yearly basis. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification /contract number and the date the form was submitted.
6. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within five (5) working days of the change which shall be submitted to the Department of Procurement and Contracts citing the contract number, if applicable, and any such change shall be subject to Board approval.
7. Providing any false, incomplete or inaccurate information in the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fined, penalties and/or debarment from bidding on contracts fro a period of up to three (3) years.
8. The Board policies referenced in the Contractor's Disclosure Form, including the Indebtness Policy, Ethics Policy, and Debarment Policy are available upon request.

CONTRACTOR'S DISCLOSURE FORM

Specification/Contract Number: _____

List all CPS Vendor Numbers for the Contractor and related companies: _____

Contractor Name: _____

Contractor Address: _____

City: _____ State: _____ Zip Code _____

List all other Addresses of Contractor: _____

(Assumed Name, if any): _____

Contact Person: _____

Contractor Telephone No: _____

Contractor Fax No.: _____

Business Start Date: _____

SIC Code or DUNS No., if available: _____

Description of Business Activity: _____

Business Volume (dollar amount) for the last fiscal year: _____

Federal Employer I.D. # _____ or Social Security # _____

Contractor is a City of Chicago certified Minority/Women Business Enterprise: MBE _____ WBE _____
(Attach M/WBE Certification Letter)

The undersigned _____, as _____
(Name) (Title)

and on behalf of _____ ("Contractor"),
(Business Name)

on _____, having been duly sworn under oath certifies that the following is true and correct:
(Date)

A. DISCLOSURE OF OWNERSHIP INTEREST

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Contractor is a:
(Check one)

☐ For Profit Corporation
☐ Partnership
☐ Limited Liability Company
☐ Joint Venture

☐ Sole Proprietor/Consultant
☐ Not-For-Profit Corporation
☐ Other: _____

CONTRACTOR'S DISCLOSURE FORM

SECTION I. FOR PROFIT CORPORATIONS

- a. Incorporated in the State of _____
- b. Corporation in good standing YES { } NO { }
- c. Authorized to do business in the State of Illinois YES { } NO { }
(Attach Certificate of Authority to Transact Business)
- d. If the Contractor is a publicly held corporation, please provide copies of the corporation's published annual reports and/or Form 10-K's for the last three years.
- e. List below the names of all **Officers** of corporation (or Attach List):
List below the names of all **Directors** of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address	Social Security Number

- f. If the corporation has fewer than 100 shareholders indicate below or attach a list of names, addresses and social security numbers of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Social Security Number	Ownership Interest
			%
			%
			%
			%
			%

- g. Is the corporation owned partially or completely by one or more other corporations? YES { } NO { }
If "Yes", provide the above information, as applicable, for each of said corporations.

Name (Print or Type)	Address	Federal Employee ID#	Ownership Interest
			%
			%
			%
			%
			%

- h. If the corporation has 100 or more shareholders, indicate below or attach a list of names, addresses and social security numbers of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each. (If no shareholder owns 10% of the shares, enclose a copy of the corporation's latest published annual report and/or Form 10-K.)

Name (Print or Type)	Address	Social Security Number	Ownership Interest
			%
			%
			%
			%

CONTRACTOR'S DISCLOSURE FORM

SECTION 2. PARTNERSHIPS /LIMITED LIABILITY COMPANIES

- a. If the Contractor is a partnership or limited liability company indicate the name, address, social security number and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type)	Address	Social Security Number	Ownership Interest
			%
			%
			%
			%

SECTION 3. JOINT VENTURES

- a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type)	Address	Ownership Interest
		%
		%
		%
		%

SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS

- a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity on behalf of any beneficiary? YES { } NO { }. If "YES" complete items b. and c. of this Section.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address and social security number of the principal(s) for the agent or nominee holding such interest.

Name (s) of Principal(s) (Print or Type)	Address	Social Security Number

- c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address and social security number of such person or entity processing such control and the relationship under which such control is being or may be exercised:

Name (s) of Principal (s) (Print or Type)	Address	Relationship	Social Security Number

CONTRACTOR'S DISCLOSURE FORM

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois YES { } NO { }
(Attach Certificate of Authority to Transact Business)
- c. The corporation a 501(c) 3 organization YES { } NO { }
- d. List below the names of all **Officers** of corporation (or Attach List):
List below the names of all **Directors** of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address	Social Security Number

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address, social security number and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

Name (Print or Type)	Address	Social Security Number	Ownership Interest
			%
			%
			%
			%

B. THE INDEBTEDNESS POLICY

The Contractor acknowledges that it is familiar with the Board's Indebtedness Policy (95-0726-EX3) adopted July 26, 1995, and amended June 26, 1996 (96-0626-PO3).

- Whenever used in this section, the following words and phrases shall have the following meaning: "Board" means the Chicago School Reform Board of Trustees and the Board of Education of the City of Chicago and includes all schools operated by the Board of Education. "Contract" means any agreement or transaction pursuant to which a contractor (i) receives Board funds in consideration for services, work or goods provided or rendered, or (ii) pays the Board money in consideration for a lease, or license allowing it to rent or otherwise use Board property. "Debt" means a specified sum of money owed to the Board, the State of Illinois Student Assistance Commission, the City of Chicago, or the County of Cook for which the period granted for payment has expired. "Outstanding Parking Violation Complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Substantial Owner" means any person who owns or holds a twenty-five percent (25%) or more percentage of interest in any bidder, potential Contractor or Contractor as revealed by disclosures required by the Chief Purchasing Officer, including those shareholders, partners, members, beneficiaries and principals more specifically described therein; except where the bidder, potential Contractor or Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietorship.

CONTRACTOR'S DISCLOSURE FORM

2. Is the Contractor delinquent in the payment of any Debt owed as defined above?

YES_____ NO_____

Has the Contractor entered into an agreement with the Board, or any other entity mentioned in Section 1 above, for the payment of all Debts owed and is in compliance with such agreement?

YES_____ NO_____

Is the Contractor contesting liability for the amount of the Debt in a pending administrative or judicial proceeding?

YES_____ NO_____

Has the Contractor filed a petition in bankruptcy and the Debts owed are dischargeable in bankruptcy?

YES _____ NO_____

3. Has the Contractor and/or Contractor's Substantial Owner(s) been declared in arrearage on child support obligations by an Illinois court of competent jurisdiction? YES_____ NO_____.

Has the Contractor and/or Contractor's Substantial Owner(s) entered into court-approved agreement for the payment of all such child support owed, and the Contractor and/or Substantial Owner(s) is in compliance with such agreement? YES_____ NO_____

The Contractor and all of Contractor's Substantial Owners must remain in compliance with any such child support obligations throughout the term of the Contract and any extensions thereof, or until the performance of the Contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in this section constitutes an event of default.

C. ETHICS CODE

The Contractor acknowledges that it is familiar with the Board's Ethics Code (95-0927-RU3) adopted September 27, 1995, as amended from time to time.

_____ 1. To its knowledge, the Contractor is in compliance.

_____ 2. To its knowledge, the Contractor is **not** in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the Chicago Board of Education or a current or former member of the Local School Council? Yes_____ NO_____.

If "Yes," please provide the name and social security number of such person, and explain briefly the relationship and the circumstances below:

D. DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. For purposes of this section, "Contractor" means a person or entity who within the past five years has had a Contract or purchase order with the Board.
2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the

CONTRACTOR'S DISCLOSURE FORM

Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

B. Disclosure

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

NAME	BUSINESS ADDRESS	RELATIONSHIP (attorney, lobbyist, etc.)	Social Security # Federal Employer ID #	CPS Vendor #

2. This Disclosure relates to the following Contract/purchase order: _____
Specification/Contract Number: _____

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: _____

IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.

E. STATE AND MUNICIPAL TAX QUESTIONS

1. Is the Contractor delinquent in the payment of any tax administered by the Illinois Department of Revenue?
YES_____ NO_____
2. Is the Contractor contesting its liability for the tax or amount of tax in accordance with the procedures established by the appropriate Revenue Act?
YES_____ NO_____
3. Has the Contractor entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due, and the Contractor in compliance with such agreement?
YES_____ NO_____
4. Is the Contractor delinquent in the payment of any tax administered by the Illinois Department of Revenue not covered under any of the situations described in subsections 1, 2 or 3 above?
YES_____ NO_____
5. Is the Contractor's business registered/remitting Chicago Municipal taxes?
YES _____NO _____. If "Yes", please provide your tax account number _____
6. Prior to July 1, 1995, number of employees? _____
7. Current number of employees? _____

CONTRACTOR'S DISCLOSURE FORM

8. Does the Contractor's business own/use any equipment/vehicles titled in Chicago? YES ____ NO ____
9. Is the Contractor's business the lessee of any tangible personal property used in Chicago? YES ____ NO ____
10. Does the Contractor's business purchase non-titled personal property from a retailer located outside the City of Chicago for use in Chicago? YES ____ NO ____
11. What percentage of the Contractor's business operation is governmental work? _____

F. WORK RELATED DISCLOSURE

For purposes of this section, "Controlling Person" means an affiliated entity¹ or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name? YES ____ NO _____. If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.
2. Has the Contractor or Controlling Person(s) previously performed work for the Board?
YES ____ NO _____. If "Yes", please list the date and nature of goods or services provided to the Board.
3. In the past five years, has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency?
YES ____ NO _____. If "Yes", please list the agency, date and nature of goods rendered or services performed.
4. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts?
YES ____ NO _____. If "Yes", please attach explanation.
5. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgement, or other financial obligation, including student loans?
YES ____ NO _____. If "Yes", please attach explanation.
6. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgement, or filed a petition for bankruptcy or reorganization? YES ____ NO _____. If "Yes", please attach explanation and cite caption, case/docket number and disposition.

¹ Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

CONTRACTOR'S DISCLOSURE FORM

7. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed? YES _____. NO _____. If "Yes", please attach explanation and cite caption, case/docket number and disposition.
8. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the Board: worker's compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance. YES _____. NO _____. If "NO", please attach explanation.
9. Please attach resumes of experience for the Contractor or Controlling Person(s).

If the Contractor is a construction contractor, please complete the following questions:

10. Does the Contractor or Controlling Person(s) have performance bonding capacity by an authorized surety company? YES _____. NO _____. If "Yes", please provide the bonding capacity and the surety company name, address, telephone and fax numbers, and the name of the broker/agent.
11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws?
YES _____. NO _____. If "Yes", please attach all violations and state whether the violations caused injuries.
12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of Illinois prevailing wage requirements?
YES _____. NO _____. If "Yes", please attach explanation.
13. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations?
YES _____. NO _____. If "Yes", please attach explanation.
14. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business?
YES _____. NO _____. If "Yes", please attach explanation.

G. CONTRACTOR CERTIFICATION

A. Contractor

The Contractor certifies that the following is true and correct:

1. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:

CONTRACTOR'S DISCLOSURE FORM

- a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the Chicago Board of Education, the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of guilt of such conduct described in Section 1(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this Contractor's Disclosure Form.
 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting or local government as a result of engaging in or being convicted of bid-rotating³ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating during a period of five years prior to the date of submittal of this Contractor's Disclosure Form.⁴

B. Subcontractor

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) above, (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or has made an admission of guilt of the conduct described in Section G (A) (1) (a) or (b) which is a matter of record but has not been prosecuted for such conduct.

² For purposes of Section G of this Contractor's Disclosure Form, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

³ For purposes of Section G of this Contractor's Disclosure Form, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

⁴ No business shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) the business has been finally adjudicated not guilty or (2) the business demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offence was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

CONTRACTOR'S DISCLOSURE FORM

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of the Contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Contractor's Disclosure Form. The Contractor shall not, without the prior written permission of the Board, use any such subcontractors in the performance of this Contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of any such subcontractor, subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section G (A) (1) (a) or (b) above, (b) bid-rigging, bid-rotating, or any similar offense of any state of the United States which contains the same elements as bid-rigging and bid-rotating, or has made an admission of guilt of the conduct described in Section G (A) (1) (a) or (b) which is a matter of record but has not been prosecuted for such conduct.
3. The Contractor will maintain on file for the duration of the Contract and for a period of seven years thereafter, all certifications required by Section G (B) (1) and (2) above, for all subcontractors to be used in the performance of the Contract and will make such certifications promptly available to the Board upon request.
4. The Contractor will not, without the prior written consent of the Board, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form or substance equal to this Contractor's Disclosure Form.

C. Certification Regarding Suspension and Debarment

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the Board;
 - b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
 - d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, Local) terminated for cause or default.
2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

D. Anti-Collusion

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

E. Punishment

A Contractor who makes a false statement, material to Section G of this Contractor's Disclosure Form commits a class 3 felony. 720 ILCS 5/33E – 11(b).

CONTRACTOR'S DISCLOSURE FORM

INCORPORATION INTO BOARD REPORT/CONTRACT DOCUMENT

The above certifications shall become part of any Board Report and/or Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Board Report and/or Contract awarded to the Contractor, and any extension thereof.

ATTESTATION CLAUSE

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the Board to verify the information provided in this Contractor's Disclosure Form. I understand that the Inspector General of the Board has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. I agree to pay all costs, fees and other expenses deemed necessary in connection with any investigation by the Inspector General or the Board, including but not limited to financial audits, credit reports and criminal background checks. I understand that the Board may rely on the information provided herein. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand and acknowledge the Board's Debarment Policy (96-0522-PO2) adopted May 22, 1996. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Date

State of _____

County of _____

Signed and sworn to before me this _____ day of _____, _____

My commission expires:

Notary Public Signature

ATTACHMENT B

**W-9 FORM REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION**

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



ATTACHMENT C

M/WBE COMPLIANCE AFFIDAVIT AND REMEDIAL PLAN

PLEASE NOTE: This packet consists of four (4) "Instruction" pages and eight (8) attached "Forms" titled 100, 101, 102, 103A, 103-B, 104, 105 and 106. If all pages are not attached, please contact: **Office of Business Diversity, Chicago Public Schools, 125 South Clark Street, 16th Floor, Chicago Illinois, 60603, PHONE: 773-553-2980 FAX: 773-553-2981.**
You may also download forms at <http://www.csc.cps.k12.il.us/purchasing>

Board of Education of the City of Chicago

REVISED REMEDIAL PLAN FOR MINORITY AND WOMEN BUSINESS ENTERPRISE ECONOMIC PARTICIPATION

INSTRUCTIONS TO BIDDERS

On March 1, 2007, the Board of Education of the City of Chicago (the "Board") adopted the Remedial Program for Minority and Women Business Enterprise Economic Participation in Goods and Services Contracts ("M/WBE Plan"). The M/WBE Plan is the governing document establishing and explaining requirements concerning Minority and Women Business Enterprise participation and its terms are incorporated into the contract. Compliance with the provisions of the M/WBE Plan is an element of bidder/proposer responsibility for award of the contract. The M/WBE Plan, the compliance specifications, and all compliance materials as finally approved by the Office of Business Diversity, Waiver Review Committee, Appeals Committee, the Chicago Public Schools (the "District"), and/or the Board constitute the bidder/proposer Compliance Agreement and are incorporated as part of the contract. All heirs, executors, administrators or assignees and any other persons or entities claiming by or through the bidder/proposer, including but not limited to insurance companies, bonding companies, or sureties, are bound by the bidder/proposer Compliance Agreement.

Any questions regarding compliance with these requirements should be directed to the Office of Business Diversity, Chicago Public Schools, 125 South Clark Street, 16th Floor, Chicago Illinois, 60603, 773-553-2980, FAX: 773-553-2981. Notice by fax transmission is valid notice, if the originals are subsequently deposited in U.S. mail and the fax transmission is verifiable.

DEFINITIONS

MINORITY:	A member of any of the following racial/ethnic groups: - African Americans or Blacks (persons having origins in any of the Black racial groups of Africa); - Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race); and - Asians (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands).
MBE:	A business which is owned and controlled by a Minority person or persons,
WBE:	A business which is owned and controlled by a Woman or Women,
CHICAGO SMSA:	The six-county Chicago Metropolitan Statistical Area including: Chicago and Cook, DuPage, Kane, McHenry, Lake, and Will Counties.
CERTIFICATION: (CERTIFIED)	Refers to an MBE or WBE that has been formally certified as such in accordance with M/WBE Plan. (Where a provision of the Plan expressly makes certification a prerequisite to some benefit or activity, that requirement shall not be obviated because related Plan text refers only to "M/WBEs" and not to "certified M/WBEs".)
CONTRACTOR: (PRIME)	A firm that enters into a contract (including through the receipt of a purchase order) with the District to provide goods or to perform services.
JOINT VENTURE:	An association between two or more independent firms formed, consistent with the laws of the State of Illinois to perform one or more specific contracts.
SUBCONTRACTOR: (SUPPLIER)	A firm which enters into a contract with a Prime Contractor to provide goods or services pursuant to a contract between the Prime Contractor and the District.

GOAL STRUCTURE FOR MINORITY AND GENDER GROUPS

One goal for MBE participation, to insure that the minority groups that are the principal discrimination victims will, in fact, receive the principal portion of the remedy, with a separate WBE participation goal. For purposes of meeting the WBE goal, businesses owned by Minority Women may be counted on a particular contract as an MBE or WBE, but not both.

For each competitively bid contract for commodities where it is determined that the prime bidder/proposer will perform a broker/distributor function for the manufacturer of said commodities, only the aggregate goal for MBE and WBE participation shall be applicable. M/WBE goals are set forth in Appendix 1: MBE and WBE participation goals.

METHODS OF ACHIEVING THE PLAN GOALS INCLUDE A COMBINATION OF ANY OF THE FOLLOWING

1. Being a certified M/WBE prime contractor
2. Engaging in joint ventures with certified M/WBEs
3. Subcontracting with certified M/WBEs
4. Purchasing supplies and/or services directly related to the performance of the contract from certified M/WBEs
5. Purchasing supplies and/or services not directly related to the performance of the contract (upon District approval)
6. Business development activities

The Chief Executive Officer of the Chicago Public Schools may adopt other alternative forms of securing and administering M/WBE participation for a particular contract, upon notice to the Board. Such other alternative methods may be used when doing so will enable securing a level of M/WBE participation that otherwise would not be attainable.

LIMITATION TO COMMERCIALLY TYPICAL BUSINESS RELATIONSHIP

MBE and WBE compliance participation shall not be recognized for any portion of the dollar value of the contract performance which is passed through to non-M/WBE firms in the form of (a) sub-contracts, or (b) equipment leasing or other acquisition of goods or services for performance of the contract in a manner which is not typical of industry practice with respect to such contracts.

COMMERCIALLY INDEPENDENT FUNCTION

A M/WBE must be an independent business serving a Commercially Independent Function. This means that the M/WBE must execute a distinct element of work by actual performance, management, and supervision.

DEMONSTRATION OF COMPLIANCE

Each bidder/proposer must submit with its bid or proposal a signed commitment to comply with the M/WBE Plan (Compliance Affidavit), or the bid/proposal will be deemed non-responsive. Each bidder/proposer must also submit, as part of its bid or proposal, a detailed Compliance Demonstration showing the manner in which the contractor will comply with MBE and WBE requirements. The Compliance Demonstration is an element of bidder responsibility. Requirements for Compliance Demonstrations may be further specified by the Compliance and Vendor Services and standard forms shall be provided to bidders/proposers.

The Compliance Demonstration must be provided on Form 100 through Form 106, copies of which are included with this solicitation. Additional forms and/or additional information, concerning your Compliance Demonstration with the M/WBE Plan may be separately submitted, but applicable forms must be completed, and will be incorporated in the contract. Please refer to the table below to determine which forms must be completed.

Form 100	-	Prime Bidder/Proposer Information
Form 101	-	Direct/Indirect Participation – Subcontractors/Suppliers/Consultants
Form 102	-	Joint Venture
Form 103A	-	Letter of Intent
Form 103B	-	Non-Bid Professional Service Affidavit
Form 104	-	Vendor Diversity Profile
Form 105	-	Request for Waiver
Form 106	-	Student Internship Agreement

Other requirements established by the M/WBE Plan are set forth in the Special Conditions included with the Solicitation. A copy of these Special Conditions must be submitted along with your bid/proposal and are incorporated into the contract regardless of whether submitted with the bid or proposal.

The Compliance Demonstration must show how all applicable goals and sub-goals will be fulfilled. Proposed MBEs and WBEs must be identified. If full compliance with all goals is not shown, Form 105 (Request for Waiver) must be submitted covering any deficiencies.

Prime Bidder is a: (Status)	Level of Participation		
	Full Compliance	Partial Compliance	No Additional Compliance
Non-Minority Firm	Forms 100, 101, 103A, 104	Forms 100, 101, 103A, 104, 105, 106	Forms 100, 101, 104, 105
M/WBE Firm	Forms 100, 101, 103A, 104	Forms 100, 101, 103A, 104, 105, 106	Forms 100, 101, 105
Joint Venture	Forms 100, 101, 102, 103A, 104	Forms 100, 101, 102, 103A, 104, 105, 106	Forms 100, 101, 102, 104, 105, 106
Non-Bid Consultant Firm (utilizing M/WBE individual sole proprietors)	Forms 100, 101, 103A, 104	Forms 100, 101, 103A, 104, 105, 106	Forms 100, 101, 104, 105

WAIVERS

Bidders/proposers may request a waiver of the MBE/WBE goals applicable to this contract in whole or in part if, despite good faith efforts, it is impossible or economically unreasonable to meet an MBE or WBE goal. A bidder/proposer may request:

- Waiver of one or more goals or subgoals where others have been fulfilled;
- Acceptance of a lower percentage level of MBE and/or WBE participation; or
- Acceptance of a bid without any MBE or WBE participation.

Waiver requests shall be signed, accompanied by supporting documentation, and directed in writing to the Office of Business Diversity. (See Form 105) The waiver request must establish clearly and in detail why full compliance with MBE or WBE requirements is impossible or economically unreasonable under the circumstances. Information showing good faith effort should generally include, but not be limited to the Bidder/Proposer's general affirmative action policies; efforts to obtain minority/women participation as subcontractors or suppliers; and notification of minority and women contract assistance agencies of a solicitation for sub- bids.

A waiver request based on the assertion that prices quoted by M/WBEs were too high will be presumed insufficient, unless the contractor can establish to the satisfaction of the Waiver Review Committee that no reasonable price can be obtained from any MBE or WBE. A price quoted by an MBE or WBE for a subcontract or agreement will, however, be presumed unreasonable if it exceeds by more than ten percent (10%) or \$100,000, whichever is less, that amount determined by the Compliance and Vendor Services to represent the average price for the goods and services to be provided.

CERTIFICATION

There are two "Classes" of certification. An Individual Independent Contractors/Sole Proprietors participating on non-bid Professional Service Contracts may apply for compliance on a contract-by-contract basis by completing the Individual Independent Contractor/Sole Proprietor Affidavit (Form 103B). An Affidavit must be submitted for each contract.

"Class I Certification" shall consist of certification by the City of Chicago.

Any firm which is, at any point in time, certified and in good standing with the City of Chicago Procurement Department as an MBE and/or WBE, shall have Class I certification status under this M/WBE Plan, for as long as it maintains its City certification. It is the responsibility of the firm to demonstrate such status.

"Class II Certification" shall consist of certification by another recognized government agency. Accordingly, any firm which is, at any point in time, currently certified in good standing by one of the following agencies as an MBE or WBE shall have Class II certification status under this M/WBE Plan, for as long as it maintains such other-agency certification. It is the responsibility of the firm to demonstrate such status.

*Chicago Transit Authority – Cook County - Illinois Department of Transportation - Metropolitan Transit Authority
Metropolitan Water Reclamation District - U.S. Small Business Administration –State of Illinois.*

SPECIAL CONDITIONS

A. Applicability of the Plan. It is the policy of the Board of Education (the "Board") that qualified and bona fide Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE"), as those terms are defined in the Remedial Plan for Minority and Women Business Enterprise Economic Participation (the "Plan") shall have the maximum feasible opportunities to participate fully in the performance of all contracts administered by the Chicago Public Schools (the "District"). Consistent with that policy, it shall be the responsibility of all bidders/proposers and a specific condition of all District contracts to which they are a party to exhaust all feasible means to ensure significant contract participation by MBEs and WBEs. The bidder/proposer agrees that the officer or employee of the bidder/proposer that executed has read and understands all provisions of the Plan. The Plan in its entirety, including any and all modifications and amendments thereto, is incorporated into the contract and made a part thereof.

B. Applicability of the Special Conditions. The bidder/proposer agrees that the appropriate officer or employee of the bidder/proposer authorized to execute the bid/proposal has read and understands the terms of these Special Conditions and the bidder/proposer agrees to be bound by them. These Special Conditions are incorporated into the contract and made a part thereof. These Special Conditions summarize the provisions of the Plan applicable to the bidder/proposer after execution of the contract. They do not diminish in any way the applicability of the Plan to the contract. In construing the rights and obligations of the bidder/proposer the Plan controls.

C. Other Contract Documents. In addition, all documents submitted in connection with proposed compliance with the Plan are incorporated into the contract and made a part thereof.

D. MBE/WBE Goals. The bidder/proposer agrees to meet the goals set forth in the M/WBE Plan.

E. Record Keeping and Reporting Requirements. The bidder/proposer agrees to maintain records of all relevant data with respect to the utilization of MBEs and WBEs, including without limitation: payroll records, tax returns and records, and books of account. The bidder/proposer agrees to retain these records for a period of at least three years after the District's final acceptance of the work on this contract. Full access to these records shall be granted to the District or any duly authorized representative thereof upon 48 hours notice.

The bidder/proposer agrees to submit monthly progress reports to the Office of Business Diversity as requested throughout the term of the contract. The bidder/proposer will submit reports on all expenditures made within the period reported on, including the name and business address of each MBE and WBE involved in the contract; a description of the work performed and/or product or service supplied by each MBE and WBE, the total amount subcontracted to MBEs and WBEs; the dollar amount expended with each MBE and WBE and the dates expended; and such other information as may assist the Office in determining the bidder/proposer's compliance with MBE and WBE requirements.

The bidder/proposer agrees to maintain records of all relevant data with respect to M/WBE participation pursuant to Section 12 of the Plan. The bidder/proposer agrees to retain these records for a period of at least three years after the District's final acceptance of the work on this contract. Full access to these records shall be granted upon 48 hours notice to the District, or any duly authorized representative thereof. The bidder/proposer agrees to submit monthly reports to the Office of Business Diversity as requested throughout the term of the contract containing relevant information required by the District relating to the credits given by the District to the bidder/proposer.

The Office of Business Diversity shall have the right to request and obtain from the bidder/proposer any and all additional data as the Office of Business Diversity may determine to be reasonably related or necessary to verify the representations made in progress reports. The Office may periodically conduct on-site inspections on contract site.

F. Subsequent Waiver. During the performance of the contract, the bidder/proposer may request a partial waiver from compliance with its MBE or WBE demonstration for the following reasons:

1. Due to substantially changed circumstances, it is impossible to meet the originally proposed MBE or WBE goal; or
2. Despite every good faith effort, it is impossible to meet the originally proposed MBE or WBE goal.

The Waiver Review Committee shall review all subsequent waiver requests to determine whether there is sufficient evidence that despite good faith efforts by the bidder/proposer or due to substantially changed circumstances, it is impossible or economically unreasonable to meet the MBE or WBE goal. The waiver request must establish by clear and convincing evidence that full compliance with MBE or WBE commitments is impossible or economically unreasonable under the circumstances.

The Waiver Review Committee may request from the bidder/proposer any information relevant to the waiver request. Failure of the bidder/proposer to cooperate in providing requested information is grounds for rejection of the waiver request. The bidder/proposer has the right to appeal a denial of waiver request. Waivers shall be sparingly granted.

G. Substitutions. The bidder/proposer agrees that it shall not make any substitutions with respect to MBE or WBE participants without the prior written approval of the Director of the Office of Business Diversity, along with reasons justifying such substitution. Examples of reasons which may be acceptable include the following: a previously committed MBE or WBE has rescinded that commitment; a committed MBE or WBE was found unable to produce acceptable work; a committed MBE or WBE was discovered later not to be bona fide; an MBE or WBE previously committed at a given price later demanded an unreasonable escalation of price. Stated reasons which would not be acceptable include; a replacement firm has been recruited to perform the same work under terms more advantageous to the bidder/proposer issues about performance by the committed WBE or MBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

The bidder/proposer shall include in any request for substitution the name, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed contract. The bidder/proposer shall be required to submit an M/WBE Compliance Demonstration and current certification information. The Director of the Office of Business Diversity may approve or reject any request in its entirety or impose conditions upon any approval. If such substitution would result in failure by the bidder/proposer to fulfill its compliance plan, a request for waiver may be submitted to the Waiver Review Committee.

H. Attorney Fees and Costs. The bidder/proposer agrees to pay any attorney's fees and costs incurred by the District if the District is the prevailing party in litigation by or against it arising from the application of the Plan to the contract.

I. Non-Compliance. Upon indications of inadequate compliance or non-compliance, the Office of Business Diversity will notify and negotiate with the bidder/proposer to correct deficiencies. If after notification of deficiencies the Office of Business Diversity determines that the contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith effort to meet the goals, the bidder/proposer shall be subject to suitable sanctions.

J. Sanctions. Upon indications of a contractor's inadequate compliance or non-compliance, the Office of Business Diversity will notify and negotiate with the bidder/proposer to correct deficiencies. After notification of deficiencies, the Office of Business Diversity may make a determination of non-compliance and recommend the imposition of sanctions for material breach of the contract. After a determination of non-compliance the sanctions set forth in Part 12 are applicable.

Sanctions shall be imposed by the procuring or user Department upon the recommendation of the Office of Business Diversity, provided that the sanctions may be imposed directly by the Office of Business Diversity if immediate action is necessary or upon the failure of the procuring or user Department to do so.

The imposition of any of these sanctions may be appealed by a bidder/proposer to the Appeals Committee. The sole function of the Appeals Committee shall be to determine whether the process followed by the Office of Business Diversity is in accordance with the Plan and the decision of the Office of Business Diversity is properly documented and supported by substantial evidence.

Form 100 - Bidder/Proposer Information

Each Vendor must submit, as part of its bid or proposal, a detailed compliance demonstration showing the manner in which the Bidder/Proposer will comply with M/WBE requirements. The compliance demonstration is an element of Bidder/Proposer responsibility. The compliance demonstration must show how all-applicable goals will be fulfilled. Proposed M/WBEs must be identified. If full compliance with all goals is not demonstrated, a request for waiver must be submitted.

Project/Commodity Name: _____

Bid / Contract No.: _____ Total Bid / Contract Value: \$ _____

The following goals may apply to this program / project. Please review carefully.

Purchasing (Competively Bid)
30% MBE / 7% WBE

Textbook, Educational & Instructional Materials
15% MBE / 5% WBE

Broker / Distributor (Competively Bid)
26% MBE / 5% WBE

Student Transportation
45% MBE / 7% WBE

Professional Service/Educational Consultant (Non-Bid)
25% MBE / 5% WBE

Technology Services
35% MBE / 5% WBE

Total Proposed Participation

Total MBE% _____ African American _____ % Hispanic _____ % Asian _____ %) WBE _____ %

Bidder/Proposer Information:

Firm Name		M/WBE Certified	☐ Y	☐ N
Address		Certification Expiration Date		
City / State / Zip				
Contact Person	Telephone	Fax		
Firm CPS Vendor No.	☐ Not for Profit ☐ For Profit	Firm Gender / Race		

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:

Verification Information:

I, _____, declare and affirm that to the best of my knowledge, information and belief, the facts and representations set forth in this compliance demonstration are true and correct and no material facts have been omitted.

Signature of Authorized Representative

Title / Date

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2_____.

Notary Public

3/16/2007

**Form 101 - Direct/indirect Participation of
Subcontractors/Suppliers/Consultants**

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.
(if performing INDIRECTLY approval by CPS is required.)

Name of M/WBE Firm:		Race/Gender:	
Address:			
City/State/Zip:			
Telephone No.:	Fax:	CPS Vendor No.:	
Contact Person:			
Dollar Amt.: \$	%	Participation: Direct Y ☐ N ☐	Indirect: Y ☐ N ☐
Description of Commodity/Services:			

Name of M/WBE Firm:		Race/Gender:	
Address:			
City/State/Zip:			
Telephone No.:	Fax:	CPS Vendor No.:	
Contact Person:			
Dollar Amt.: \$	%	Participation: Direct Y ☐ N ☐	Indirect: Y ☐ N ☐
Description of Commodity/Services:			

Name of M/WBE Firm:		Race/Gender:	
Address:			
City/State/Zip:			
Telephone No.:	Fax:	CPS Vendor No.:	
Contact Person:			
Dollar Amt.: \$	%	Participation: Direct Y ☐ N ☐	Indirect: Y ☐ N ☐
Description of Commodity/Services:			

Total WBE Direct	\$ _____	_____ %	Total WBE Indirect	\$ _____	_____ %
Total MBE Direct	\$ _____	_____ %	Total MBE Indirect	\$ _____	_____ %

Chicago Public Schools Form 102 – Joint Venture

This form need not be submitted if all joint venturers are MBE's and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and/or WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or MBE venturer must submit a copy of their current Letter of Certification.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. DO NOT REFER TO YOUR JOINT VENTURE AGREEMENT EXCEPT TO EXPAND ON ANSWERS PROVIDED ON THIS FORM. IF ADDITIONAL SPACE IS REQUIRED, ADDITIONAL SHEETS MAY BE ATTACHED.

General Contractor: _____ Region: _____

Project Name: _____ Total Subcontract value: _____

Contract#: _____

I. Joint Venture:

Name: _____ Phone: _____

Address: _____

II. Non-M/WBE Venturer (s):

Name of Firm: _____ Phone: _____

Address: _____

Contact: _____ Fax: _____

III. M/WBE Venturer (s):

Name of Firm: _____ Phone: _____

Address: _____

Contact: _____ Fax: _____

IV. Describe the role(s) of the M/WBE venture(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and /or WBE venturer(s) share in ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to:

- (a) The contribution of capital and equipment;
- (b) Work items to be performed by the M/WBE's own forces;
- (c) Work items to be performed under the supervision of the M/WBE venturer; and
- (d) The commitment of management, supervisory and operative personnel employed by the M/WBE to be dedicated to the performance of the project.

VI. Total Contract Value Ownership of Joint venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE _____ % Non-MBE/WBE _____ %

B. Specify MBE/WBE percentages for each of the following:

1. Profit and loss sharing: _____ %
2. Capital contribution: _____ % Dollar amounts of initial contribution: \$ _____
Dollar amounts of anticipated on-going contribution: \$ _____
3. Equipment contribution (*Specify type, quality, and quantity to be provided by each venturer*):

4. Other applicable ownership interests (*Including options or other agreements which restrict or limit ownership and/or control*):

VII. Control and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (*Indicate any limitations to their authority such as dollar limits and co-signatory requirements*):

A. Joint Venture checking signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of subcontract performance. (Identify by name and firm only):

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

IX. Financial Controls of Joint Venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner", if any and describe the means and measure of their compensation: _____

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this subcontract or the work of this project?

X. State the approximate number of operative personnel (*by trade*) needed to perform the joint venture's work under this subcontract. Indicate whether they will be employees of the non-MBE/WBE firm, or the joint venture.

Trade	Non-WBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

A. Are any "proposed" joint venture employees currently employed by either venturer? ____
How many Non-MBE/WBE? _____ MBE/WBE? _____

B. Identify by name and firm the individual who will be responsible for hiring venture employees: _____

C. Which venturer will be responsible for the preparation of joint venture payrolls?

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the page.

Chicago Public Schools
Form 103A - Letter of Intent

M/WBE Firm: _____ Contract #: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: _____

Form 103A required? ☐ Yes ☐ No Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☐ No ☐ Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Prime Bidder/Proposer agrees to comply with and be bound by the provisions of the M/WBE Plan, Prime Bidder/Proposer understand that ' sanctions may be imposed as Provided in Section 13 of the **Remedial Plan for Minority and Women Business Enterprise Economic Participation** (M/WBE Plan) for failure to comply with this affidavit or the M/WBE Plan. Prime Bidder/Proposer declare and affirm that to the best of our knowledge, information, and belief, the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public _____.

Chicago Public Schools
Form 103B - Non-Bid Professional Service Affidavit
(Individual Independent Contractor/Sole Proprietor)

Contract # _____

STATE OF ILLINOIS

_____ County} ss.

I _____,
(Print Name) (Social Security # or FIN)

hereby affirm that I am a: ☐ Black ☐ Hispanic ☐ Asian ☐ Woman ☐ Non-Minority
individual independent contractor/sole proprietor being retained by _____
(Prime Proposer)
to perform the following contract work: _____

I further affirm that I will exclusively be performing all the contract work, that no staff will be employed to perform any part of the contract, and that no part of the contract work will be subcontracted. Should a determination be made during the course of the contract that staff will be employed or work subcontracted, I agree to notify the Office of Business Diversity, in writing, prior to taking any such action. I further agree to submit a M/WBE Compliance Demonstration to the Office of Business Diversity for approval, setting forth the M/WBE compliance for that part of the contract work.

I agree to comply with and be bound by the provisions of the M/WBE Plan and I understand that sanctions may be imposed as provided in Section 13 of the Remedial Plan for Minority and Women Business Enterprise Economic Participation (M/WBE Plan) for failure to comply with this affidavit or the M/WBE Plan.

I declare and affirm that to the best of my knowledge, information, and belief, the facts and representations set forth herein are true and correct and no material facts have been omitted.

(Signature)

Subscribed and sworn before me this ____ day of _____, 20____.

Notary Public _____.

SEAL

Form 104 – Vendor Diversity Profile

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Website: _____

Person Completing Questionnaire Name: _____

Title: _____

Phone: _____

Email: _____

1. Please provide the following information regarding your Company's Board of Directors:

RACE/NATIONAL ORIGIN	# OF MEN	# OF WOMEN	TOTAL
Caucasian			
African-American			
Hispanic			
Asian			
GRAND TOTAL			

2. Please provide the following information regarding your Company's managers:

TITLE	CAUCASIAN	AFRICAN-AMERICAN	HISPANIC	ASIAN	WOMEN	TOTAL
CEO/President						
Executive VP						
Senior VP						
Vice President						
Division Head						
Other						
GRAND TOTAL						

3. Please provide the following information regarding your Company's employees:

RACE/NATIONAL ORIGIN	# OF MEN	# OF WOMEN	TOTAL
Caucasian			
African-American			
Hispanic			
Asian			
GRAND TOTAL			

4. Does your Company have a plan for increasing diversity among its upper ranks?

☐ Yes ☐ No

Please provide a description of your plan:

5. Does your Company have an established diversity program?

☐ Yes ☐ No

What is the title of the diversity program director, manager, or officer?

What is the name of the diversity program director, manager, or officer?

Please provide a brief description of your program:

6. If your Company does not currently have a diversity program, please describe below your Company's plan for establishing a program in the future.

7. How has the CEO demonstrated support for companywide diversity initiatives?

8. Does the Company incorporate diversity into its strategic business plan or goals? Please explain:

9. Please indicate your Company's procurement for the last full fiscal year in the following areas: **(In each box other than the TOTAL boxes, please provide the applicable spend amount (\$) and / percentage (%) of the total spend for each industry)**

INDUSTRY	Caucasian Business	African-American Business	Hispanic Business	Asian Business	Women Owned Business	TOTAL
Financial Services						
Legal Services						
Insurance						
Advertising						
PR/Marketing						
Technology						
Construction						
Janitorial						
Other						
GRAND TOTAL						

10. Please indicate your Company's charitable/philanthropic spending in the following areas for the last full fiscal year:

Education \$ _____

Museums \$ _____

Health & Human Services \$ _____

Environment \$ _____

Community Development \$ _____

Civil Rights \$ _____

Opera, Theater & Other Cultural \$ _____

Public Policy \$ _____

Other _____ \$ _____

12. Does your Company have a formal mentoring program for minority and women owned businesses?

☐ Yes ☐ No

Please provide a brief description of your mentoring program:

13. Does your Company advertise in multiethnic media?

☐ Yes ☐ No

Please provide a brief description of your advertisements:

14. Does your Company's website reference your diversity efforts?

☐ Yes ☐ No

15. Would your Company be interested in participating in the Chicago Public Schools Education-To-Careers program?

☐ Yes ☐ No

I, _____ hereby affirm that I am authorized to complete this questionnaire on behalf of _____ [Company Name], that I have personal knowledge of all the information contained herein and the same are true. I understand that records and documents may be requested by the Board to verify the information provided in this questionnaire.

Signature of Authorized Officer

Title

Print or Type Name

Date

Chicago Public Schools Form 105 - Request for Waiver

Contract #: _____

Bidder/Proposer states that the following efforts were made to achieve M/WBE compliance prior to submission of this request for waiver:

- 1. Contacted relevant M/WBEs listed in the City of Chicago Directory of Certified DBEs, MBEs, and WBEs, and M/WBE linkage agencies?

☐ No ☐ Yes

- 2. Advertised in M/WBE-Oriented and general circulation media that business opportunities were available with the bidder/proposer on this contract?

☐ No ☐ Yes - (Attach verification of advertisement)

Describe in detail the reasons why the goals applicable to this contract are impossible or economically unreasonable to meet and the substantial good faith efforts made to achieve full compliance with the M/WBE goals, including the firms contacted and the results of those contacts. (Refer to Pg. 3 of INSTRUCTIONS TO BIDDERS)

Verification Information

I declare and affirm that to the best of my knowledge, information and belief, the facts and representations set forth in this compliance demonstration are true and correct and no material facts have been omitted.

Representative Title / Date

Signature of Authorized

Chicago Public Schools Students Internship Agreement

FORM 106

Bidder/Proposer has agreed to participate in a program for Public Schools students to offer internship opportunities, which will benefit students in understanding the prospective career options available to them in the Bidder/Proposer's industry.

Student Interns will be selected from of the Chicago Public Schools Education to Careers (ETC) Programs and Office of Specialized Services STEP Program. Participation may be realized through: (1) full and/or part-time entry level employment opportunities and/or (2) full and/or part time paid student internships for current ETC and/or STEP Program students.

Bidder/Proposer is committed to participate in the program in a substantial way in terms of the number of students served and the resources devoted by the firm and will ensure that its student internship program is significant in terms of its training, employment and continuing education objectives. Arrangements shall be made with Ivy Bouillierce, Assistant Director of Education to Careers 773-553-2462 and/or Milka Ramirez, Manager for Transition Programs (773) 553-1868 to employ _____ students(s) interns to perform the following:
(Number of students)

<u># Interns</u>	<u>Scope of Work</u>	<u>Timeframe</u>	<u>Hourly Pay Range</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Upon Contract Award, this Internship Agreement sets forth the commitment and responsibilities of the Prime Bidder/Proposer with respect to the Chicago Public Schools Education To Careers (ETC) and STEP Program relationship. Prime Bidder/Proposer agrees to comply with and be bound by the provisions of the Internship Agreement.

This AGREEMENT is made and entered into on this _____ day of _____, 20____, Day Month Year			
By _____ having as principal place of business at (Company name)			
_____ (Street Address)	_____ (City)	_____ (State)	_____ (Zip)

Signature (ETC or STEP)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Title

Title

Date

Date

Subscribed and sworn before me this _____ day of _____, 20____.

SEAL

Notary Public _____.

ATTACHMENT D

Chicago Board of Education Multi-Project Labor Agreement

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

excess of \$10,000.00; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$10,000.00 or under.
5. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
6. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall expire on June 30, 2015 unless either party gives written notice to the other no earlier than February 1, 2010 and no later than March 1, 2010 to terminate this Agreement effective June 30, 2010. If such notice to terminate is given or, if not, upon expiration on June 30, 2015, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement attached hereto, the terms of this Agreement shall supersede and prevail.
- 12. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom can be directed problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.

- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
- 14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
- 15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

Dated this 21 day of June, 2005, in Chicago, Illinois.

Chicago Board of Education

By: Michael W. Scott

Its: President

By: [Signature]
Its: FST/BM

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

[Signature]
Patrick J. Rocks, Jr., General Counsel

[Signature] 6-23-05

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: (708) 344-7727

By: _____
Its: Financial Secretary, Treasurer, Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JM 6-23-05

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (630) 887-4100

By: Terrence J. Hancock
Its: PRESIDENT TERRENCE J. HANCOCK

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JM 6-23-05

Labor Organization: _____

Address: 1820 **MACHINERY MOVERS, RIGGERS & MACHINERY ERECTORS LOCAL UNION 136**
1820 BEACH STREET
City, State, Zip Code: BROADVIEW, IL 60155-2863

Telephone Number: 708-615-5300

By: Frank D. Man
Its: 7ST/BM

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JMK 6-23-05

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

City, State, Zip Code: BURR RIDGE, ILL 60527

Telephone Number: 630 655-8289

By: John P. Conway
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Martin C. Hurler
Its: President / Executive Secretary - Treasurer

Dated this 13th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Belthar 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel 6-23-05

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Romas M. O'Brien
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

CHICAGO JOURNEYMEN PLUMBERS'
Labor Organization: LOCAL UNION 130, U. A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan
Its: BUSINESSS MANAGER

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

John A. Manley
6-25-05

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Manley
Its: Business Mgr.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Int'l. Assn. of Machinists and Aerospace Workers
Local Lodge 126

Address: 120 E. Ogden Ave, 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul
Its: Directing Business Representative

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: International Union of Operating Engineers
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney
Its: Vice President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Esterla M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Shuckhys Local 21

Address: 1950 W. 43rd

City, State, Zip Code: CHGO IL 60609

Telephone Number: 773 650 1841

By: [Signature]
Its: PRES. 05-4

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: PIPEFITTERS L.V. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan.
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Ester H. Belcher 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL # ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 247-5225

By: John J. Sherman
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ceramic Tile, Terrazzo & Granite-Cutters Local No.67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: Charles H. Hargrave
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Thomas P. Feltz
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Metal Workers' Union Local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Kargynski
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

DM 6-23-05

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard Mattheis
Its: Pres.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn G. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, IL.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: William J. [Signature]
Its: [Signature]

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

DM 6-23-05

Labor Organization: IBEW, Local 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estate H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: HEAT & FROST INSULATORS-LOCAL 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: Brian Flynn
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltian 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel 6/23/05

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Donald W. Moss Sr.
Its: President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ironworkers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 708-366-6695

By: Robert Bookman
Its: _____