

Specification No. 08-250039

Advertisement Date: October 10, 2008

**REQUEST FOR PROPOSALS FOR INTERNET ACCESS SERVICES
FOR THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

Required for use by Information & Technology Services

Contract Period: The Contract shall commence on February 1, 2009 and terminate on June 30, 2012, with the option to extend by the Board for one (1) additional one-year period.

EIGHT (8) COPIES OF THE RESPONSE ARE TO BE PROVIDED (*INCLUDING SEVEN (7) ELECTRONIC COPIES ON CD OR DISK*) AND ONE (1) ORIGINAL SIGNATURE SET TO BE SWORN TO BEFORE A NOTARY PUBLIC (PAPER COPY). THE ELECTRONIC COPIES MUST CONTAIN ALL THE INFORMATION THAT THE PAPER COPY CONTAINS.

ALL RESPONSES SHALL BE ADDRESSED AND RETURNED TO:

Opal Walls, Chief Purchasing Officer
Department of Procurement and Contracts
Board of Education of the City of Chicago
Bid Depository - Bureau of Purchases
125 S. Clark Street, 10th Floor
Chicago, IL 60603

RESPONSES MAY BE RECEIVED PRIOR TO, BUT NO LATER THAN, FRIDAY, NOVEMBER 7, 2008, 11:00 A.M. CENTRAL STANDARD TIME AT THE ABOVE ADDRESS. LATE RESPONSES WILL NOT BE ACCEPTED.

A Pre-Submittal Conference will be held on Friday, October 24, 2008, at 10 A.M. Central Standard Time, at the Chicago Public Schools Headquarters, 125 S. Clark Street, 15th Floor Conference Room B, Chicago, Illinois. M/WBE Networking Session to follow immediately after the Pre-submittal Meeting.

ISSUED BY

THE DEPARTMENT OF PROCUREMENT AND CONTRACTS

**RICHARD M. DALEY
MAYOR**

**ARNE DUNCAN
CHIEF EXECUTIVE OFFICER**

**RUFUS WILLIAMS,
CHICAGO BOARD OF EDUCATION
PRESIDENT**

**OPAL WALLS
CHIEF PURCHASING OFFICER**

For Current Bid/RFQ/RFP Information Log in at
www.csc.cps.k12.il.us/purchasing

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I. GENERAL INVITATION

REQUEST FOR PROPOSALS (RFP) FOR THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

The Board of Education of the City of Chicago (the "Board") invites the submission of proposals from firms ("Proposers") that wish to provide **Internet Access Services** to the Board. The Board reserves the right to (i) select one or more Proposers to provide the Services outlined herein; (ii) reject any and all proposals; (iii) identify any areas where a conflict of interest may require limitations on a Proposer; and (iv) exercise other rights as described in Section VII of this RFP.

A firm may propose both as a joint venture and independently as a single Proposer. If a joint venture response is rejected, no firm which has participated in the joint proposal can be considered to provide Services unless it has separately submitted a proposal. Similarly, two (2) or more firms may submit proposals as a prime contractor(s) and subcontractor(s) relationship. In the event of such an arrangement, the Board reserves the right to reject any subcontractor and accept only the primary contractor. The Board will not accept a subcontractor and reject the primary contractor. If a subcontractor wishes to be considered separately for a portion of the Services, such firm should submit a separate proposal. If Proposer operates as a partnership, joint venture, sole proprietorship, limited liability company, or corporate entity under an assumed name, Proposer must follow the registration requirements of any applicable local, state, federal laws.

Proposals shall be submitted in sealed envelopes or packages. The outside of the envelope must clearly indicate the name of the project ("**Internet Access Services**") the time and dates specified for receipt (11:00 A.M., November 7, 2008) and the name and address of the Proposer.

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

Downloaded Solicitations

The solicitation documents and appendices are available for download from the Board's website at:
<http://www.csc.cps.k12.il.us/purchasing>

Proposers who download the solicitation document waive their right to have clarifications and/or addenda sent to them. Such Proposers 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 Proposers from being bound by additional terms and conditions, the clarifications and/or addenda, if any, or from considering additional information contained therein in preparing their proposals. Note that there may be multiple clarifications and/or addenda. Any harm to a Proposer resulting from such failure shall not be valid grounds for a protest against award(s) made under this RFP. Submissions will not be accepted in electronic form.

The Board will be responsible for posting FCC Form 470 with the Schools & Libraries Division of USAC (defined hereafter in Section III, 4.1) concurrent with the release of the RFP.

Questions regarding the RFP process should be addressed to:

Opal Walls, 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: Ethan Sinnema (Contract Administrator)
Tel. (773) 553-3295
Fax (773) 553-2281
E-mail: esinnema@cps.k12.il.us

I. GENERAL INVITATION

Questions may be submitted in writing via letter, fax, or e-mail and received by 11:00 a.m., October 22, 2008. Questions received by the deadline will be answered at the pre-submittal conference on October 24, 2008, at 10 A.M., in the form of written clarifications which will be distributed to all Proposers who attend the pre-submittal. The written clarification will also be posted on the Board's website at: http://www.csc.cps.k12.il.us/purchasing/bid_openings.html. Late questions will not be answered.

Costs of Responding to RFP

Proposers shall bear all costs of responding to this RFP.

II. GENERAL TERMS AND CONDITIONS

1. **Contract:** Proposer agrees that if approved as a provider for the Services hereinafter described ("**Services**") Proposer will enter into written contract(s) with the Board ("**Contract**") for such Services prior to rendering any Services. The Contract will contain, among other terms, the General and Specific Terms and Conditions contained herein. All general and specific terms and conditions are subject to change by the Board's General Counsel.

In the event the Board and the Proposer fail to enter into a Contract, Proposer's approval for award will be revoked by the Board. The Board also reserves the right to revoke its approval for an award of the Contract for any reason including, but not limited to, the situation in which the Proposer in the Board's sole opinion, submits substantially different general and specific terms and conditions from the RFP for the Contract that were not disclosed in Proposer's response.

Proposer agrees to provide those Services set forth in Section IV, Scope of Services. All Services shall be performed in a safe, thorough and timely manner. All Services shall be performed in accordance with the terms and provisions of the Contract and to the satisfaction of the Board's Chief Operating Officer ("**Chief Operating Officer**").

2. **Term of Contract:** The Contract shall commence February 1, 2009 ("**Effective Date**"), and end June 30, 2012 (June 30, 2012 being referred to herein as the "**Service Delivery Deadline**" and the period between the Effective Date and the Services Delivery Deadline being referred to herein as the "**Initial Term**"), unless terminated sooner as provided in the Contract. The Board shall have the option, following formal approval of the Board, to extend the Contract for one (1) additional one-year period (the "**Extension Term**") under the same terms and conditions contained in the Contract, with the cost to be negotiated at the time of the extension. The Initial Term and the Extension shall be collectively referred to as the "**Term**". The Board shall have the right to extend or abbreviate the Initial Term or any Extension Term if such extension or abbreviation is necessary to make the Term of the Contract coincide with the "funding year" or "implementation period" as defined by the FCC/SLD/USAC (defined hereafter in Section III, 2.1 d). The Initial Term and the Extension Terms are referred to as the Term. If such extension of the Term of the Contract is needed as described above and is authorized by the Board, the parties agree to negotiate in good faith a written amendment extending the term of the Contract. In some cases, the Board may award a Proposer two contracts. One contract would cover Ineligible E-Rate Services purchased by the Board. The other contract would cover Eligible E-Rate Services purchased by the Board.
3. **Compensation:** Compensation for Services (the "**Compensation**") during the Initial Term shall only be for the Non-Discounted Portion of E-Rate Eligible Services and the cost of Ineligible E-Rate Services and, in any event, shall not exceed the maximum compensation authorized by the Board pursuant to the applicable Board Report, as may be amended from time to time (the "**Board's Total Cost**"). Compensation shall be based on actual Services performed during the Initial Term of the Contract. The Board shall not be obligated to pay for any Services not in compliance with the Contract. In the event of early termination of the Contract, the Board shall only be obligated to pay the Compensation due up to the date of termination. In no event shall the Board be liable for any costs incurred or Services delivered after the effective date of termination as provided herein. On a monthly basis, as Services are completed and accepted by the Board, Proposer shall submit invoices and supporting documentation to the Chief Operation Officer or other Board personnel as designated by the Chief Operation Officer for approval. Pursuant to the instructions of the Board, such invoices shall include the full cost of Services.
4. **Standards of Performance:**
 - 4.1. **Skill and Attention.** Proposer shall devote, and shall cause all of its staff, joint venture members, if a joint venture, and subcontractors to devote, such of their time, attention, best skill

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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 Information Officer of the Board. Proposer is responsible for the quality and competence of the work and activities of each of its staff and subcontractors, including, without limitation, compliance with the terms of the Contract. Proposer shall retain and utilize sufficient staff to assure the most effective and efficient performance of Services and shall utilize professionals licensed by the State of Illinois to practice the applicable profession, as required by law or by the Contract. Proposer shall use efficient business administration methods and perform the Services 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 Services are performed at a reasonable cost to the Board and that the Services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Proposer acknowledges and accepts a relationship of trust and confidence with the Board and will 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.

- 4.2 Key Personnel. Key personnel assigned to provide Services to the Board and who are listed in the Contract ("**Key Personnel**") will continue to provide Services to the Board for the Term of this Agreement, unless the Board requests that the Key Personnel be removed or if the Key Personnel resigns or is dismissed, or upon loss/removal of a Key Personnel due to illness, disability or death. Proposer shall notify the Board promptly after any Key Personnel resigns or is dismissed, or upon loss or removal of any Key Personnel due to illness, disability or death. Before the assignment of any Key Personnel or the replacement of any Key Personnel, Proposer will provide the Board, upon the Board's written request, with the resume of the prospective Key Personnel, an opportunity to interview such individual or individuals, and will obtain the written consent of the Board's authorized representative to the assignment of such individual as a Key Personnel. Key Personnel assigned to perform Proposer's obligations under the Contract shall have experience, training, and expertise equal to personnel with similar responsibilities in the business in which Proposer is engaged and shall have sufficient knowledge of the Board's practices and areas of expertise, to enable them to perform their duties and responsibilities under the Contract. If the Board requests that Proposer remove any Key Personnel assigned to the Board's account, the parties will attempt to resolve the Board's concerns on a mutually agreeable basis. If the parties have not been able to resolve the Board's concerns within fifteen (15) business days of receipt of written notice of requested removal from the Board, Proposer will remove such Key Personnel from the Board's account and provide a replacement in a timely manner.
5. **Audit and Document Retention:** Proposer shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposer's Services under the Agreement. All records referenced above and any required under the document retention requirement of the Federal Communications Commission shall be retained for at least five (5) years after the last day of the delivery of E-Rate Eligible Services. All such information shall be subject to inspection and audit by the Board or FCC/SLD/USAC or their contractors. Pursuant to 47 CFR 54.516, Proposer shall be subject to audits and other investigations to evaluate Proposer's compliance with the statutory and regulatory requirements for the E-Rate program, including those requirements pertaining to what Services are purchased, what Services are delivered, and how Services are being used. Proposer shall assume responsibility for its subcontractors' compliance with the FCC/SLD/USAC requirements on document retention and auditing. Proposer shall include, in all of its subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board or FCC/SLD/USAC or their contractors the same right to inspect and audit said records as set forth herein.

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6. Termination:

6.1 Termination for Convenience. If at any time during the Term of the Contract, the Board determines, in its sole discretion, that the Services provided by Proposer are no longer in its best interest, the Board may terminate the Contract on thirty (30) calendar day's written notice to Proposer.

6.2 Suspension of Services. Ten (10) days after written notice from the Board to the Proposer, the Board may request that Proposer suspend Services in whole or part. Proposer shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board's Chief Purchasing Officer, or his or her designee, and Proposer. Responsibility for any additional costs or expenses actually incurred by Proposer as a result of resuming performance of Service shall be determined by mutual agreement of the parties.

6.3 Proposer Events of Default. Events of default ("**Events of Default**") include, but are not limited to, the following:

- a) Any misrepresentation by Proposer in the performance and delivery of Services or the inducement of the Contract including, without limitation, any misrepresentation by Proposer in its response to this RFP;
- b) Breach of any agreement, representation or warranty made by Proposer in the Contract. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the Contract, including, but not limited to, the following:
 - 1) Action or failure to act which affects the safety or welfare of students or the Board staff;
 - 2) Failure to perform in accordance with terms, conditions and specifications of the Contract;
 - 3) Failure to provide any portion of the Services herein at the time fixed for performance or delivery and in the manner specified herein;
 - 4) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Proposer's reasonable control;
 - 5) Failure to perform the Services in a manner satisfactory to the Board, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - 6) Failure to promptly re-perform Services that were determined by the Board to be incomplete or unsatisfactory within a reasonable time;
 - 7) Discontinuance of the performance of Services for reasons within Proposer's reasonable control; or

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8) Failure to comply with any term of the Contract, including but not limited to, the provisions concerning insurance, nondiscrimination and any other acts specifically and expressly stated in the Contract constituting an event of default;

c) Default by Proposer under any other agreement Proposer may have with the Board; or

d) An assignment by Proposer for the benefit of creditors or consent by Proposer to the appointment of a trustee or receiver or the filing by or against Proposer of any petition or proceeding under any bankruptcy, insolvency or similar law.

6.4 Remedies. The occurrence of any Event of Default which Proposer fails to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of the Contract and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, Proposer fails to commence and continue diligent efforts to cure in the sole opinion of the Board, will permit the Board to declare Proposer in default. Whether to declare Proposer in default is within the sole discretion of the Board's Chief Purchasing Officer. Written notification of an intention of the Board's Chief Purchasing Officer to terminate the Contract, in whole or in part, shall be provided and shall be final and effective upon Proposer's receipt of such notice. Following giving notice, the Board may invoke any or all of the following remedies.

a) Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Proposer. Proposer shall be liable to the Board for any excess costs incurred by the Board. Any amount due Proposer under the Contract or any other agreement Proposer may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy;

b) Terminate the Contract, effective at a time specified by the Board, in whole or in part, as to any or all of the Services yet to be performed;

c) Suspend Services during the thirty (30) day (or longer) cure period if the default results from an action or failure to act by Proposer which affects the safety or welfare of students or the Board staff;

d) Seek specific performance, an injunction or any other appropriate equitable remedy;

e) Receive from Proposer any and all damages, including money damages, incurred as a result or in consequence of an Event of Default;

f) Withhold all or part of Proposer's compensation under the Contract and notify the SLD/USAC to withhold payments that are due or future payments that may become due under the Contract;

g) Deem Proposer non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-0602-PO1), as may be amended from time to time;

h) Reduce or limit the Proposer's Scope of Services and select a new vendor to provide those Services previously provided by the Proposer;

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i) Terminate the Contract in whole or in part, select a new vendor and if required request a change of the Service Provider Identification Number (“**SPIN**”) with the SLD/USAC, or seek any other available remedies in law, equity, or by statute; or

j) Seek any available remedies in law, equity, or by statute if Proposer fails to pay any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996.

If the Board considers it to be in its best interest, it may elect not to declare Proposer in default or to terminate the Contract. The parties acknowledge that this Section is solely for the benefit of the Board and if the Board permits Proposer to continue to provide the Services despite one or more Events of Default, Proposer is not relieved of any responsibilities, duties or obligations under the Contract nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

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 the occurrence of 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.

6.5 Turnover of Documents and Records. Upon demand of the Board after termination of the Contract for any reason or following the expiration of the Contract by its terms, Proposer shall turn over to the Board or its designee within three (3) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work, analyses, data, computer disks, documents and any other information relating in any way to the Contract or the performance or furnishing of Services whether prepared by the Proposer or its subcontractors. Proposer will cause its subcontractors to undertake the same obligations agreed to by Proposer under this Section.

7. **Confidential Information, Dissemination of Information, Ownership, Survival:**

7.1 Confidential Information. In performance or delivery of Services to the Board, Proposer may have access to or receive certain information that is not generally known to others (“**Confidential Information**”). Proposer will not use or disclose any Confidential Information or any finished or unfinished originals, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, construction documents, processes, data, data studies, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment descriptions, or other materials prepared or generated as a result of the Contract (“**Work Product**”) without the prior written consent of the Board. Proposer shall use at least the same standard of care in the protection of the Confidential Information of the Board as Proposer uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.

7.2 Dissemination of Information. Proposer shall not disseminate any information obtained in performance or delivery of Services for the Board to a third party without the prior written consent of the Board. Proposer shall not issue publicity news releases or grant press interviews, during or after the performance or delivery of the Services, except as may be required by law or with the

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prior written consent of the Board. If Proposer is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in Proposer's possession as a result of Services provided under the Contract, Proposer 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. Proposer 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. Proposer will cause its personnel, staff or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Proposer under the Contract.

7.3 Ownership. Proposer agrees that, to the extent permitted by law, any Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Proposer irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Proposer will execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Contract within three (3) business days of demand. In addition, Proposer shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Proposer's possession, such items shall be restored or replaced at Proposer's expense.

7.4 Injunctive Relief. In the event of a breach or threatened breach of this Section, Proposer acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Proposer agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

7.5 Freedom of Information Act. Proposer understands that information concerning the Contract may be subject to public disclosure pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws.

7.6 Survival. The provisions of this Section shall survive the termination or expiration of the Contract.

8. **Representations and Warranties of Proposer:** Proposer represents and warrants that the following shall be true and correct as of the effective date of the Contract and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the term of the Contract:

8.1 Contractor's Disclosure Form. The disclosures in the Contractor's Disclosure Form or Contractor's Disclosure Form-Recertification submitted by Proposer to the Board's Department of Procurement and Contracts are true and correct. Proposer shall promptly notify the Board of any material change in information set forth therein, including, but not limited to, change in ownership

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or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

8.2 Licensed Professionals. Services required by law or by the Contract shall be performed by professionals licensed by the State of Illinois to practice the applicable professional discipline.

8.3 Financially Solvent. Proposer, and each of its subcontractors, 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 the Contract. Proposer also warrants that it does not owe any non-tax debt to the federal government including but not limited to the FCC.

8.4 Technical Accuracy/ Performance of Services. All Services shall be technically accurate and correct and performed in strict accordance with the provisions and requirements of the Contract.

8.5 Compliance with Laws. Proposer is and shall remain in compliance with all local, state and federal laws, ordinances, regulations and statutes relating to the Contract and the performance of Services, including, but not limited to, the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace and any others referenced in the Contract relating to non-discrimination. Further, Proposer is and shall remain in compliance with all Board policies and rules, including, but not limited to, tuberculosis testing and criminal background checks.

8.6 Gratuities. No payment, gratuity or offer of employment was made to Proposer, or to the best of Proposer's knowledge, to any subcontractors, in relation to the Contract or as an inducement for award of the Contract. Proposer is and shall remain in compliance with all applicable anti-kickback laws and regulations.

8.7 Ethics. No officer, agent or employee of the Board is or will be employed by Proposer or has or will have a financial interest, directly or indirectly, in the Contract or the compensation to be paid there under except as may be permitted in writing by the Board's Ethics Policy (95-0927-RU3), adopted September 27, 1995, as amended by Board's Ethics Policy (04-0623-PO4), adopted June 23, 2004, as may be further amended from time to time, which Policy is incorporated herein by reference as if fully set forth herein.

8.8 Good Standing. Proposer and each of its subcontractors, if any, are not in default or have not been deemed by the Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the Effective Date, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the Effective Date.

8.9 Authorization. Proposer has taken all action necessary for the approval and execution of the Contract, and execution by the person signing on behalf of Proposer is duly authorized by Proposer and has been made with complete and full authority to commit Proposer to all terms and conditions of the Contract which shall constitute valid, binding obligations of the Proposer.

8.10 Good Standing with FCC. Proposer and each of its subcontractors, if any, has not been (a) debarred by the FCC or (b) disciplined by the FCC for any breach of its orders, rules, or regulations. Proposer or its subcontractors agree to promptly notify the Board if, at any time during the duration of the Contract, the Proposer or its subcontractors have not paid any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996. If Proposer or any of its subcontractors is under investigation by the FCC for any alleged breach of its orders, rules or regulations, Proposer waives any rights to confidentiality to any records or

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materials subject to investigation by the FCC. Upon written request of the Board, Proposer will turn over to the Board any documents or materials related to any investigation by the FCC as described above. In all of its agreements for Services with its subcontractors, Proposer shall include contract provisions which allow the Board the same right to inspect the same records that are subject to an investigation by the FCC.

8.11 Services Warranty. Proposer has carefully examined and analyzed the provisions of the Contract and can and will perform, or cause the Services to be performed in strict accordance with the provisions and requirements of the Contract. The Services will be performed in a timely, professional and workmanlike manner, in accordance with all applicable industry and professional standards. Such Services shall be in compliance with all applicable laws, rules, regulations or orders. If the Board notifies the Proposer or if the Proposer becomes aware, of any non-performance, error or defect covered by the foregoing warranties the Proposer shall, at its own expense, promptly (but in no event later than thirty (30) days after written notification by the Board) correct such non-performance, error or defect. Any repair or replacement of Services or any portion thereof will be automatically warranted as provided herein. Proposer will assign to the Board any third-party warranties that Proposer receives in connection with any Services provided under the Contract.

8.12 Intellectual Property. That in performing and delivering the Services, Proposer will not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials that it furnishes to the Board under the Contract and can grant or assign all rights granted or assigned to the Board pursuant to the Contract.

8.13 No Legal Actions Preventing Performance. As of the Effective Date, Proposer has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Proposer's ability to perform its obligation under the Contract.

8.14 No Other Rights Limited. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and the Contract.

9. **Independent Contractor**: It is understood and agreed that the relationship of Proposer to the Board is and shall continue to be that of an independent contractor. Neither Proposer nor any of Proposer's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Proposer, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Proposer shall be the sole responsibility of Proposer. Proposer agrees that neither Proposer nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Proposer shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.
10. **Indemnification**: Proposer agrees to defend, indemnify and hold harmless the Board, and its respective Board members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every

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kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Proposer, its officials, agents, employees and/or subcontractors in the performance of the Contract.

Proposer shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, the Proposer shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the selected Proposer(s) of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies, which involve the interest of the Board.

However, if Proposer, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Proposer) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Proposer, subject to the right of Proposer to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Proposer and Proposer shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Proposer was conducting the defense.

The indemnities set forth herein shall survive the expiration or termination of the Contract.

11. **Non-Liability of Board Officials:** Proposer agrees that no Board member, employee, agent, officer or official shall be personally charged by Proposer, 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 Proposer, its members if a joint venture, or any subcontractors.
12. **Insurance:** Proposer, at its own expense, shall procure and maintain insurance for all operations under the Contract, whether performed by Proposer 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. Proposer shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Work. Minimum insurance requirements are:

12.1 **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.

12.2 **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$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.

12.3 **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.

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12.4 Technology Errors and Omissions. Technology errors and omissions insurance coverage in the amount of at least Two Million and 00/100 Dollars (\$2,000,000) covering Proposer and its employees. If insurance is on a claims-made basis, coverage must be in place for a minimum of three (3) years beyond the termination of the Contract. Subcontractors working under this Contract must carry One Million and 00/100 Dollars (\$1,000,000).

12.5 Additional Insured. Proposer 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.

12.6 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 Proposer 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:

Opal Walls, Chief Purchasing Officer
Board of Education of the City of Chicago
125 S. Clark Street, 10th Floor
Chicago, Illinois 60603

12.7 General. Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Proposer'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.

Proposer's failure to carry or document required insurance shall constitute a breach of the Proposer'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 Proposer 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 Proposer. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Proposer under the Contract.

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

The coverages and limits furnished by Proposer in no way limit the Proposer'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 the Contract or any limitation placed on the indemnity in the Contract given as a matter of law.

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

Upon Board request, Proposer 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.

13. **Non-Discrimination.** During the Term of this Contract and any extension or renewal thereof, Proposer shall not commit an unlawful employment practice as set forth in subparagraph 13.1 below and Proposer shall be in compliance with the laws and regulations set forth in subparagraph 13.2 below.
 - 13.1 **Unlawful Employment Practices.** It is an unlawful employment practice for Proposer or any of its members to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin. It is also an unlawful employment practice for Proposer or any of its members to subject any Board employee, applicant, participant, student or volunteer to unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature when submission to or rejection of such conduct is: (i) made either explicitly or implicitly a term or condition of such person's employment, participation or receipt of services; (ii) is used as a basis for a decision affecting the individual's employment, participation or receipt of services; or (iii) has the purpose of creating an intimidating, hostile, or offensive working or learning environment.
 - 13.2. **Compliance.** Proposer shall comply with the Civil Rights Act of 1964 as amended, 42 U.S.C.A., Section 2000, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act, 20 U.S.C.A. §701, *et seq.*, as amended; the Americans With Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended; the Chicago Human Rights Ordinances, MCC Ch 2-160; Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*; and the Public Works Employment Discrimination Act 775 ILCS 10/0.01 through 10/20, inclusive. Proposer shall furnish the reports and information as requested by the Board and the Illinois Department of Human Relations.
14. **Assignment:** The Contract shall be binding on the parties and their respective successors and assigns; provided, however, Proposer may not assign the Contract or any obligations imposed thereunder without the prior written consent of the Board.
15. **Entire Agreement; Amendments:** The Contract, including all attachments and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained therein. No modification of or amendment to the Contract shall be effective unless such modification or amendment is in writing and signed by both parties.
16. **Continuing Obligation To Perform:** In the event of any dispute between Proposer and the Board, Proposer shall expeditiously and diligently proceed with the performance of all of its obligations under the Contract with a reservation of all rights and remedies it may have under or pursuant to the Contract at law or in equity.

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17. **Survival/Severability:** All express representations or indemnifications made or given in the Contract shall survive the completion of Services by the Proposer or the termination of the Contract for any reason. If any provision or part of the Contract is held to be unenforceable, the Contract shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Contract shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
18. **Governing Law:** The 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. Proposer irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Contract. Proposer agrees that service of process on the Proposer may be made, at the option of the Board, either registered or certified mail addressed to the applicable office as provided in the Contract, by registered or certified mail addressed to the office actually maintained by the Proposer, or by personal delivery on any officer, director, or managing or general agent of the Proposer. If any action is brought by the Proposer against the Board concerning the Contract, the action will only be brought in those courts located within the County of Cook, State of Illinois.
19. **Waiver:** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder shall be construed as any type of waiver of any such right, and the Board reserves the right to exercise any such right from time to time as often as may be deemed expedient.
20. **Conflict of Interest:** The 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 during the one year period following expiration or other termination of their terms of office.
21. **Indebtedness:** Proposer will comply with the Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended on June 26, 1996 (96-0626-PO3), and as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
22. **Inspector General:** Each party to the 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.
23. **Right of Entry:** Proposer, and any of its officers, employees, or agents, performing Services shall be permitted to enter upon the site in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. The Proposer shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. The Proposer shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. In the case of any property owned by the Board, or property owned by and leased from the Board, the Proposer shall comply and shall cause each of its officers, employees and agents, to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits or judgments, costs, or expenses, including attorneys, arising from, by reason of or in connection with any such entries shall be treated in accordance with the

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applicable terms and conditions of this RFP including without limitation the indemnification provisions contained in this Section.

24. **Joint and Several Liability:** In the event that Proposer, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Proposer shall be the joint and several obligation or undertaking of each such individual or other legal entity.
25. **Participation by Other Local Government Agencies:** Other local government agencies may be eligible to purchase Services pursuant to the terms and conditions of the Contract if such agencies are authorized by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Board's Chief Purchasing Officer, and if such purchases have no significant net adverse effect on the Board, and result in no observed diminished Services from Proposer to the Board, and result in no observed diminished Services from Proposer to the Board's user departments caused by such purchases. Examples of such agencies are: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. The Board shall not be liable under any circumstances for the failure of any local government agency to comply with the terms and conditions of the Contract and/or any applicable local, state, and federal laws. The Board shall also not be liable for the failure of any local government agencies to pay any invoices, costs, charges, and/or fees billed by Proposer to the local government agency. Proposer acknowledges that the Contract cannot be used by other local government agencies to purchase Eligible E-Rate Services.

26. **Charter Schools:**

26.1 **Chicago Charter Schools Consortium Participation:** In the event that a consortium of Chicago charter schools is formed, members of the any Chicago Charter School Consortium (the "**Consortium**") may be able to receive Services pursuant to the terms and conditions of the Contract. The Consortium is solely responsible for paying the Non-Discounted Portion of E-Rate Eligible Services and Ineligible E-Rate Services. The Non-Discounted Portion of E-Rate Eligible Services shall be defined in this Section as that portion of the charge for which the Consortium is responsible for payment for E-Rate Eligible Service as determined by the SLD/USAC in any FCDL (as defined below). The Consortium shall have no liability for the following:

- a) The Discounted Portion of E-Rate Eligible Services;
- b) Costs of E-Rate Eligible Services not authorized in writing by the Consortium;
- c) Costs related to delays by the SLD/USAC in reimbursing Proposer for the Discounted Portion of E-Rate Eligible Services;
- d) Costs of Services declared ineligible by the SLD/USAC, unless otherwise specifically authorized by the Consortium;
- e) Costs related to upgrading, maintaining or programming billing systems for delivery of E-Rate reporting requirements;
- f) Costs related to reimbursement of legal expenses in order to provide E-Rate Services to the Consortium;

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- g) Costs related to the Proposer failing to meet certain deadlines as provided in the Contract or by the SLD/USAC including but not limited to costs relating to 1) missed Service delivery deadlines for the installation and delivery of E-Rate Eligible Services and 2) submission of invoices past the allowable E-Rate deadlines as determined by the SLD/USAC; and
- h) costs for the Discounted Portion of E-Rate Eligible Services which were initially paid to Proposer by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under its commitment adjustment (“COMAD”) procedures. Proposer shall be solely responsible for meeting COMAD demand payment made by SLD/USAC unless otherwise authorized by the Consortium.

26.2 Other Charter School Participation: Charter schools (“Charter Schools”) which are not members of the Chicago Charter School Consortium may also be able to purchase Services pursuant to the terms and conditions of the Contract by issuing their own purchase order(s) to Proposer. If the Charter School participates in the E-Rate program, such Charter School is solely responsible for paying the Non-Discounted Portion of E-Rate Eligible Services and Ineligible E-Rate Services. The Non-Discounted Portion of E-Rate Eligible Services shall be defined in this Section as that portion of the charge for which such Charter School is responsible for payment for E-Rate Eligible Service as determined by the SLD/USAC in any FCDL. Charter Schools shall have no liability for the following:

- a) The Discounted Portion of E-Rate Eligible Services;
- b) Costs of E-Rate Eligible Services not authorized in writing by the Charter School;
- c) Costs related to delays by the SLD/USAC in reimbursing Proposer for the Discounted Portion of E-Rate Eligible Services;
- d) Costs of Services declared ineligible or not otherwise funded by the SLD/USAC, unless otherwise specifically authorized by the Charter School;
- e) Costs related to upgrading, maintaining or programming billing systems for delivery of E-Rate reporting requirements;
- f) Costs related to reimbursement of legal expenses in order to provide E-Rate Services to the Charter School;
- g) Costs related to the Proposer failing to meet certain deadlines as provided in the Contract or by the SLD/USAC, including but not limited to costs relating to 1) missed Service delivery deadlines for the installation and delivery of E-Rate Eligible Services and 2) submission of invoicing past the allowable E-Rate deadlines as determined by the SLD/USAC; and
- h) Costs for the Discounted Portion of E-Rate Eligible Service which were initially paid to Proposer by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under its commitment adjustment (“COMAD”) procedures. Proposer shall be solely responsible for meeting COMAD demand payment made by SLD/USAC unless otherwise authorized by the Charter School.

The Board shall not be liable under any circumstances for the failure of any Charter School to comply with the terms and conditions of the Contract or non-compliance with FCC/SLD/USAC

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regulations or any applicable local, state, and federal laws. The Board shall also not be liable for the failure of any Charter School to pay any invoices, costs, charges, or fees billed by Proposer to the Charter School. If a Charter School chooses not to participate in the E-Rate program, the Charter School shall be responsible for the full payment of all invoices, costs, charges, and/or fees billed by Proposer to the Charter School.

27. **Taxes:** 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 Identification No.E9997-7109-04. The amounts to be paid to Proposer hereunder are inclusive of all other taxes that may be levied or based upon the Contract, including without limitation, sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the Services to be provided under the Contract, but excluding taxes levied or imposed upon the income or business privileges of Proposer which shall be the responsibility of Proposer.
28. **Non-appropriation:** Expenditures not appropriated by the Board in its 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 the Contract, the Board shall notify Proposer and the Contract shall terminate on the last day for the fiscal period for which funds were appropriated. In no event shall the Board be liable to Proposer for any amount in excess of the current appropriated amount.
29. **Favored Nation:** Proposer shall perform the Services to the Board at the lowest price that the Proposer charges to other similarly situated parties. If Proposer overcharges, in addition to all other remedies, the Board shall: (a) be entitled to a refund in the amount of the overcharge, plus interest at the rate of one percent (1%) per month on the amount of the overcharge from the date the overcharge was paid by the Board until the date refund is made; (b) have the right to offset any overcharge against any amounts due to Proposer under this or any other contract between Proposer; and (c) at the Board's sole option, have the right to declare Proposer in default under this Contract.
30. **Force Majeure:** Neither Party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export license applications, accidents, strikes, fuel crises or power outages.

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1. **MBE/WBE Plan:** Proposer must acknowledge that they are familiar with the requirements of the Board's Remedial Program for Minority and Women Business Enterprise Economic Participation, which is incorporated herein by reference as if fully set forth herein. For the term of the Contract, Proposer shall adhere to the minimum goals set at 35% for MBE and 5% for WBE participation and shall adhere to all other applicable MBE/WBE requirements as set forth in the plan. **Proposer agrees to submit all documentation in connection with the M/WBE plan completed and properly notarized as required in the RFP proposal package.**
2. **The Universal Services Program:**
 - 2.1 **Definitions Related to the E-Rate Program.**
 - a) **"E-Rate program"** shall mean the program currently administered by SLD/USAC (defined below) or any of its successors under which eligible schools, libraries and consortia may receive discounts for eligible telecommunications services, Internet access and internal connections through the Universal Service Fund.
 - b) **"E-Rate discount"** means the discount that eligible schools and libraries may receive for the acquisition of eligible telecommunications services, Internet access and internal connections.
 - c) **"USAC"** means the Universal Service Administrative Company, a private not-for-profit company that provides access to affordable telecommunications services in the United States and its territories through its administration of the Universal Service Fund. USAC administers the Universal Service Fund ("**USF**") under regulations promulgated by the Federal Communications Commission ("**FCC**").
 - d) The **"SLD/USAC"** means the School and Libraries Division, that branch of USAC, which administers the E-Rate program that provides affordable access to telecommunications services for all eligible schools, libraries and consortia in the United States and its territories.
 - e) **"Discounted Portion of E-Rate Eligible Services"** shall mean that portion of the charge for E-Rate eligible Services, for which the Proposer is able to seek reimbursement from USAC, as determined by the SLD/USAC in any Funding Commitment Decision Letter ("**FCDL**").
 - f) **"Non-Discounted Portion of E-Rate Eligible Services"** shall mean that portion of the charge for E-Rate Eligible Services for which the Board is responsible for payment as determined by the SLD/USAC in any FCDL. The Non-Discounted Portion shall not exceed the sum authorized by the Board.
 - g) **"E-Rate Eligible Services"** shall mean services defined by the SLD/USAC as eligible for the E-Rate discount as determined by FCC notices, rules, regulations and guidelines.
 - h) **"Ineligible E-Rate Services"** shall mean services determined by the SLD/USAC to be ineligible for the E-Rate discount as determined by FCC notices, rules, regulations and guidelines, or otherwise.
 - i) **"Invoice Receipt Deadline"** shall mean the deadline established by the SLD/USAC for the filing of Form 472 or Form 474 invoices for the Discounted Portion of E-Rate Eligible Services. The Invoice Receipt Deadline is normally one-hundred twenty (120) days after the Service Delivery Deadline.
 - j) **"Service Delivery Deadline"** shall mean the deadline established by the SLD/USAC by which time Services must be delivered and installed based on FCC notices, rules, regulations and guidelines.
 - k) **"Recurring Services"** shall mean services generally offered on an ongoing basis and paid for in regular monthly, quarterly, or annual payments.
 - l) **"Non-Recurring Services"** shall mean those services generally offered on a one-time basis.

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- m) **"Form 474"** shall mean the service provider invoice (**"SPI Form"**) that is submitted by the service provider to the USAC to request reimbursement for discounts already provided on customer invoices.
- n) **"SPIN"** shall mean a service provider identification number. It is the unique number assigned to each service provider participating in the USF.
- o) **"Border Gateway Protocol ("BGP")"** shall mean the core routing protocol of the Internet. It works by maintaining a table of IP (Internet Protocol) networks or prefixes that designate network paths among autonomous systems.
- p) **"Eligible Services List ("ESL")"** shall mean the list of services approved by the FCC for funding under the Schools and Libraries Program. The ESL is funding year specific.
- q) **"Beneficiary Audits"** shall mean the audits performed by national accounting firms to determine if the beneficiaries (the recipients of discounted services) comply with FCC rules and reasonable business practices. The USAC hires the accounting firms to perform the audits in order to prevent waste, fraud, and abuse of the E-Rate program.
- r) **"Customer Bills"** shall mean the invoices submitted to the Board. This is used to differentiate between Board invoices and invoices submitted to the SLD/USAC.
- s) **"Form 498" ("Service Provider Information Form" or "SPIF")** shall mean the form that service providers complete in order to participate in USF programs. This form provides contact information at the company/corporate level as well as contact information for each USF program.

2.2. E-Rate Funding. It is anticipated that some of the maximum compensation authorized under the Contract may be eligible for an E-Rate discount under the E-Rate program (FCC Universal Service Support Mechanism). Proposer shall institute a two-tiered billing system and shall be required to recover up to ninety (90) percent of its compensation for such Eligible E-Rate Services directly from the SLD/USAC in accordance with the rules and procedures established by the FCC and the SLD/USAC. E-Rate program guidelines are available at www.universalservice.org/sl/ and may be updated from time to time.

The Board shall only be responsible for the Non-Discounted Portion of E-Rate Eligible Services and the cost of Ineligible E-Rate Services, the total of which shall not exceed the Board's Total Cost. The Board shall have no liability for the payment of certain invoices, costs, charges or fees billed by Proposer or its subcontractor(s) as described in this Section. If the SLD/USAC denies funding for all or any portion of the invoices, costs, charges and/or fees of Eligible E-Rate Services, the Board has the option of discontinuing the receipt of any Services for which funding was denied by the SLD/USAC any time following ten (10) days written notice to the Proposer. In the event of suspension or discontinuation of Services or termination or expiration of the Contract, the Board shall only be responsible for the Non-Discounted Portion of E-Rate Eligible Services and any expenses incurred, which 1) do not exceed the Board's Total Cost; 2) have the prior written approval of the Board; and 3) are for orders placed prior to the date of such suspension or discontinuation of Services, termination or expiration of the Contract.

2.3 SLD/USAC Procedure. The SLD/USAC will specify in the FCDL the approved discount level and the approved funding amount of any Services. Once the FCDL has been issued and the Service has begun, the Board will then submit FCC Form 486 to the SLD/USAC. The SLD/USAC will subsequently issue a Form 486 Receipt Notification Letter to both the Board and the Proposer. The Board will separately notify Proposer when to begin to provide the Eligible E-Rate Services. Form 486 cannot be filed before receipt of the FCDL from the SLD/USAC.

The Board will notify Proposer of its intent to order all or a portion of the Services covered by one or more of the approved funding commitments included in the FCDL. Proposer will not proceed to deliver Services until receipt of that notice.

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2.4 E-Rate Representations and Warranties by Proposer. Proposer represents and warrants that it shall provide the SLD/USAC with truthful and accurate information about its invoices promptly upon request by the SLD/USAC. Proposer also represents and warrants that it has carefully identified components of the Services that are Eligible E-Rate Services. Further, through internal audit and review of the Services rendered during the Term of the Contract, Proposer represents and warrants that it will ensure that the Services being provided through the E-Rate Program are limited to Eligible E-Rate Services.

Notwithstanding the foregoing, Proposer is solely responsible and liable for compliance with all SLD/USAC procedures and requirements, including but not limited to SLD/USAC requirements for submitting Form 474. Proposer is also solely liable for repayment to the SLD/USAC of E-Rate discount funding paid improperly as a result of Proposer's failure to follow SLD/USAC procedures and requirements and/or improper billing by the Proposer. The Board is not liable for any delays in payment by the SLD/USAC to Proposer.

2.5 E-Rate Invoices. On a monthly basis, as Services are accepted by the Board, Proposer shall submit invoices and supporting documentation to the Board for written approval. Such invoices and supporting documentation must be acceptable to the Board. Pursuant to the instructions of the Board, such invoices shall include the full cost of Ineligible E-Rate and Eligible E-Rate Services. Proposer is responsible for providing proof of delivery and/or installation for the full cost of approved Ineligible and Eligible E-Rate Services. All approved invoices relating to the E-Rate program shall be submitted to the following **"Designated Contact Person"** for approval.

Chicago Public Schools
Information & Technology Services
125 South Clark Street, 3rd Floor
Chicago, Illinois 60603
Attn: Sharon Wong, E-Rate

The Designated Contact Person or her designee shall review invoices in keeping with the normal business processes of the Board. Compensation shall be based on actual Services provided during the Term of the Contract, and the Board shall not be obligated to pay for any Services not in compliance with the Contract. The Board shall process invoices and make payments in its normal course of business. Proposer shall submit all final invoices to the Board no later than sixty (60) days before the SLD/USAC Invoice Receipt Deadline. Proposer shall notify the Board immediately if Proposer is unable to submit the final invoices to the Board within the time frame described above and indicate to the Board when the Proposer shall submit the final invoices to the Board. By submitting the final invoices to the Board late, the Proposer acknowledges that the Board may not be able to review the final invoices in time for the Form 474 (as defined below) to be submitted to the SLD/USAC and agrees that the Board will not be liable for the Discounted Portion of E-Rate Eligible Services should the final invoices not be submitted to the SLD/USAC by the Invoice Receipt Deadline.

2.6 E-Rate Procedures. Proposer will provide discounts (refer to Section IV, B) on invoices provided to the Board and will use the FCC Form 474 to invoice the SLD/USAC for the Discounted Portion of Eligible E-Rate Services. Proposer shall provide the SLD/USAC with truthful and accurate information about its invoices.

- a) Proposer will prepare the FCC Form 474 and submit it to the Board for written approval. Upon written approval of the Form 474, the Board will send a written notice to Proposer to authorize Proposer to submit FCC Form 474 to the SLD/USAC for payment. Proposer is not authorized to submit any discounted invoices to the SLD/USAC without the Board's written approval. If the Proposer submits the Form 474 without written approval from the Board, Proposer will withdraw the Form 474 at the Board's request within five (5) business days.
- b) The Board may request that certain Services start on July 1 of the then-current funding year of the E-Rate Program. The Board may be required to order Eligible E-Rate Services before the SLD/USAC issues a FCDL. Proposer will only accept the Board's Non-Discounted Portion of E-

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Rate Eligible Services until Proposer receives payment from the SLD/USAC. The Board will issue a purchase order to provide payment of the Non-Discounted Portion of E-Rate Eligible Service and the total costs of Ineligible E-Rate Services.

- c) Proposer will contact the Board's Designated Contact Person and submit a sample billing package of invoicing and supporting documentation prior to the start of Services and submission of invoicing. Prior to the approval of any invoicing, the billing package must be approved by the Board's Designated E-Rate Director.
- d) Proposer agrees to submit all required documentation in order to support all invoices related to E-Rate Eligible Services. Proposer must submit the correct billing package each month before Board representatives will provide authorization for the Proposer to bill the SLD/USAC for the Discounted Portion of E-Rate Eligible Services and authorize the payment of the Non-Discounted Portion of E-Rate Eligible Services. If Proposer does not provide necessary support to validate charges on invoicing activity, Proposer will be notified that the invoice has been rejected. Until the invoice is corrected and the necessary support has been submitted, the Board will not approve of the Service Provider Invoice Form, service certification, or the Proposer's invoice. In that event, FCC Form 474 will not be submitted to SLD/USAC by Proposer.
- e) The Board will not reimburse Proposer for additional expenses incurred as a result of updating, maintaining or programming internal accounting systems in order to comply with the E-Rate or Board documentation and billing requirements.

2.7 Designated E-Rate Resource. Proposer will contract with or employ a designated E-Rate resource that is familiar with the E-Rate invoice process and submission of invoices to the SLD/USAC. The designated E-Rate resource will make commercially reasonable efforts to assist Proposer in the submission of invoices to the SLD/USAC for payment of the Discounted Portion of E-Rate Eligible Services in a timely manner. E-Rate compliance requirements are described in Attachment D attached hereto.

2.8 E-Rate Audit. Proposer will obtain independent audit services to conduct a year end program and financial audit of its E-Rate activities, including but not limited to:

- a) billing and invoicing to the Board and the SLD/USAC, and
- b) proof of delivery, installation and operation (when applicable) of E-Rate Eligible Services within the applicable E-Rate Service Delivery Deadline.

Proposer also will meet with representatives of the Board to discuss and address audit findings following completion of the year-end audit and otherwise as requested. The purpose of the meetings is to determine if adequate documentation is available to support all expenditures and to ascertain if expenditures submitted to the Board are indeed eligible for E-Rate discounts. E-Rate audit requirements are described in Attachment E-1 and E-2 attached hereto. Proposer must complete year-end program and financial audits throughout the Term of the Contract. The Board will not reimburse for expenses related to costs incurred by the Proposer to meet the auditing requirements of the Contract and/or the FCC/SLD/USAC in any matter. Proposer must make staff available for any audits that are conducted by the Board or any third-party auditors at no additional costs to the Board.

2.9 Time of Performance. During the Term of the Contract, Proposer must complete all of its obligations to the Board under the Contract within the time for performance. The time for performance shall commence from the issuance of the Board's purchase order and end by the Service Delivery Deadline of June 30, 2012, unless the Board agrees to an extension in its sole and absolute discretion and the SLD/USAC approves such extension, or such other date as may be authorized by the Board. If Proposer's failure to complete its obligations under the Contract by the Service Delivery Deadline causes a reduction in the amount of E-Rate funds payable by the SLD/USAC to Proposer, Proposer nonetheless remains liable to complete all obligations under the Contract at no additional cost to the Board. The Board has no responsibility to Proposer for any reduction in E-Rate funds payable by the SLD/USAC due to Proposer's failure to complete its obligations under the Contract by

III. SPECIFIC TERMS AND CONDITIONS

the Service Delivery Deadline. Proposer also will be liable to the Board for liquidated damages (Attachment F, 1.) for delay or for its failure to perform the work for its failure to complete all of its Contract obligations by the Deadline. The amount of liquidated damages for each such failure by the Proposer shall be assessed on a fixed amount basis as described in the Contract. The Board and Proposer further agree that the imposition of liquidated damages is a reasonable measure of the Board's damages. Proposer agrees to pay such amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Board and further authorizes the Board to deduct the amount of damages from money due the Proposer under the Contract. If the monies due to Proposer are insufficient or no monies are due to Proposer, Proposer shall pay the Board the amount(s) within thirty (30) calendar days after receipt of a written demand by the Board.

However, failure by the Board to assess liquidated damages in any particular instance shall not preclude, or constitute a waiver, of the Board's right to assess such damages at a later time, or on a subsequent occasion. The Board's right to assess liquidated damages shall not preclude the assertion of, or be exclusive of, any other available remedy, including the right to terminate the Contract, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under the Contract. The Board may assess liquidated damages in the amounts set out in the Contract on a per occurrence basis.

Liquidated damages will not be assessed if an occurrence set forth above results from a "Force Majeure". The term "Force Majeure" as used herein means acts of God, fire, storm, flood or natural disaster, governmental restraints, either federal or state, civil or military, civil disturbances, war, acts of public enemy, strikes or labor disputes, or any other act or condition beyond the reasonable control of the Proposer.

2.10 Exclusion of Liability for E-Rate Funding. The Board shall have no liability for the payment of invoices, costs, charges or fees billed by Proposer or its subcontractor(s) for:

- a) The Discounted Portion of E-Rate Eligible Services;
- b) Costs of E-Rate Eligible Services not authorized in writing by the Board;
- c) Costs related to delays by the SLD/USAC in reimbursing Proposer for the Discounted Portion of E-Rate Eligible Services;
- d) Costs of Services declared ineligible by the SLD/USAC, unless otherwise specifically authorized by the Members of the Board in a Board Report;
- e) Costs related to upgrading, maintaining or programming billing systems for delivery of E-Rate reporting requirements;
- f) Costs related to reimbursement of legal expenses in order to provide E-Rate Services to the Board;
- g) Costs related to the Proposer failing to meet certain deadlines as provided in the Contract or by the SLD/USAC including, but not limited to, costs relating to 1) missed Service Delivery Deadlines for the installation and delivery of E-Rate Eligible Services and 2) submission of invoices past the allowable E-Rate deadlines as determined by the SLD/USAC; and
- h) Costs for the Discounted Portion of E-Rate Eligible Service which were initially paid to Proposer by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under COMAD. Proposer shall be solely responsible for meeting COMAD demand payment made by SLD/USAC unless authorized by the Board.

2.11 Change of Administration of the E-Rate Program. If the federal government chooses another entity to administer the E-Rate Program, the terms "SLD/USAC" and "USAC" contained in the Contract shall refer to the new administrator of the E-Rate Program.

III. SPECIFIC TERMS AND CONDITIONS

2.12 Account Management. Proposer will provide an account manager as a single point of contact for all issues and reporting under the Contract. Proposer will also provide reporting tools (Attachment G, 3.) related to the Board's purchasing of Services from the Proposer.

2.13 SPIN Change. The Board reserves the right to request a SPIN change in the event that the Board terminates the Contract for cause or for convenience, in whole or in part, or modifies the scope of Services or other instances as the Board deems appropriate. The Board also reserves the right to request a SPIN change as otherwise permitted by the rules and regulations of the FCC or SLD/USAC. Proposer agrees to cooperate with the Board in regards to any transition of Services to another service provider as a result of any SPIN change.

5. **Key Performance Indicators:** In order to monitor Service levels, a Service Level Agreement will be finalized during contract negotiations (see Attachment F). These indicators will be defined and discussed during contract negotiations.
6. **Authority:** Proposer understands and agrees that Proposer is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).

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IV. SCOPE OF SERVICES

A. OVERVIEW

The Board seeks to contract with a Proposer that will provide **Internet Access Services** in conjunction with the E-Rate Program. It is anticipated that a substantial portion of the Scope of Services will be eligible for E-Rate discounts; however, the Services to be performed are conditional based upon funding that may be awarded to the Board from USAC.

B. BACKGROUND OF E-RATE PROGRAM

As a result of the Telecommunications Act of 1996, which stated that the nation's schools and libraries shall have access to advanced telecommunications services at discounted rates for educational purposes, the Federal Communications Commission ("FCC") made provisions for a \$2.25 billion annual discount program that became known as E-Rate. The discounts, ranging between 20 and 90 percent for eligible telecommunication services, Internet access, and internal connections are based on criteria designed to factor in levels of economic disadvantage and varying costs in regions across the country. Specifically, urban and rural locations and the percentage of students eligible for participation in the federal free and reduced price national school lunch program are factors in determining the percent of discounts awarded. In past years, the Board has been one of the largest recipients of discounts under the E-Rate program.

The Board generally qualifies for discounts of between 70% to 90% on eligible Services under this program and has been a recipient of over \$400 million of E-Rate funds since 1998. These funds have aided the Board in closing the digital divide at over 600 elementary and high schools by providing robust Internet Access through the latest telecommunication and internal connection technologies. In order to achieve this, the Board utilizes a variety of qualified vendors that deliver eligible E-Rate Services to the schools. Funding history for Chicago Public Schools can be found on the Schools & Libraries Division web site <http://www.universalservice.org/sl>

The four categories of Service for which funds are available include:

Telecommunications Services	These are leased, tariff, contracted, or month-to-month services that are used to communicate information electronically between sites. The services MUST be provided by an Eligible Telecommunications Service Provider. Examples of Telecommunications Services include T-1 lines, basic telephone service, and ISDN. Broadcast services (such as over-the-air radio and television) and cable TV are not considered Telecommunications Services. Telecommunication Services can be provided only by eligible Telecommunication providers.
Internet Access	"Basic conduit access" to the Internet, including e-mail is eligible for discount. Internet access can be provided by any commercial organization.
Internal Connections (Other Than Basic Maintenance)	The wiring and network components, that expand data access within a school or library, such as to individual classrooms within a school. Internal Connections can be provided by any commercial organization.
Internal Connections (Basic Maintenance)	Services that are "necessary" if, but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-Rate discounts. Basic maintenance services do not include services that maintain equipment that is not supported or that enhance the utility of equipment beyond the transport of information or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information. Basic maintenance services can be provided by any commercial organization.

IV. SCOPE OF SERVICES

The Board's E-Rate program is administered by the Information & Technology Services E-Rate Program.

For questions regarding the E-Rate program, Proposers are encouraged to visit www.universalservice.org/sll to learn more detail about the E-Rate program, with particular attention to the Disbursements page, which presents participation requirements for a Proposer, and the Eligibility List, which details eligible and ineligible Services and cost allocation guidelines.

C. CURRENT ENVIRONMENT

The Board is the nation's third largest school district and the second largest employer in Illinois with more than 45,000 employees. The school system operates 24 areas, over 700 distinct educational and administrative facilities and serves over 450,000 students. The Board's current Internet services are provided by the State of Illinois, and we are looking to add capacity above that which the State of Illinois currently provides.

D. STATEMENT OF SERVICES

The Board seeks to contract with a qualified vendor to provide **Internet Access Services** to the Board in conjunction with the Federal E-Rate program.

1. Proposer shall provide fiber-based Ethernet Service to be implemented over the term of the Contract. These Internet Access Services shall connect all of the Board's facilities located throughout the city and the district's Wide Area Network core located in the downtown area. Connections to the Service shall be in a range from 500 Mbps-4 Gbps. The specific rate shall be based on the Board's needs and the Proposer must have the ability to increase or decrease the rates on demand. The connection shall be fault tolerant with a connection to two physically distinct routers on the customer's and provider's end. Only one link shall be active with automatic failover utilizing BGP. The handoff to the Board will be either multiple 1-Gbps Ethernet interfaces or redundant 10-Gbps Ethernet interface.

2. The cost to the Board for registration of a BGP AS number as well as a block of IP Addresses (a subnet block of /21 bitmask addresses) shall be included in the cost of the proposal. Costs associated for providing secondary DNS Services to our primary external DNS server shall also be included in the cost of the proposal.

3. Proposer shall provide costs associated with the leased circuits and all related build-out and interconnections to the customer premises equipment. This includes, but is not limited to, interconnectivity between NetPOP location and the customer premise equipment ("CPE") which includes installation and termination of fiber cables, necessary raceways, conduit and patch cords in accordance with current Board infrastructure guidelines and the property owner.

Attached is the website link to the guidelines: <http://intranet.cps.k12.il.us/Technology/12/12.html>

4. Proposer shall provide project management to include scheduling, coordination, and communications for this effort. Proposer shall conduct a site survey as part of the installation of the items set forth in Paragraph 3.

5. In its proposal, Proposer shall provide a detailed description of its solution, including physical and logical drawings depicting the Service and its interconnections.

6. Proposer shall provide detailed project plans, proper closeout documentation, and design documentation detailing the work performed. A list of circuit ID's and any other circuit specific information shall be provided in electronic and paper formats. Complete installation drawings including single line drawings of fiber path through the building shall be produced and included in close-out documentation in both electronic and paper formats.

IV. SCOPE OF SERVICES

7. Installation shall include acquisition of all necessary licenses and permits as required by the authority having jurisdiction over the work. Proposer shall include the cost permits, inspections, shipping and other consequential or incidental costs in the total costs of its proposal.

Proposer shall be responsible and liable for installation practices required to properly store, handle and mount materials to avoid damage to workers, the facility or the material.

8. Circuit turn-up and testing procedures shall be established and mutually agreeable acceptance criteria shall be established. Billing of the circuit shall not begin until circuit is accepted by the Board.

9. Proposer shall detail all power requirements needed for the facilities. Proposer shall provide estimated costs associated with this power build-out.

10. Proposer shall include with the proposal any and all dimensions, environmental requirements, BTU output and weight of equipment.

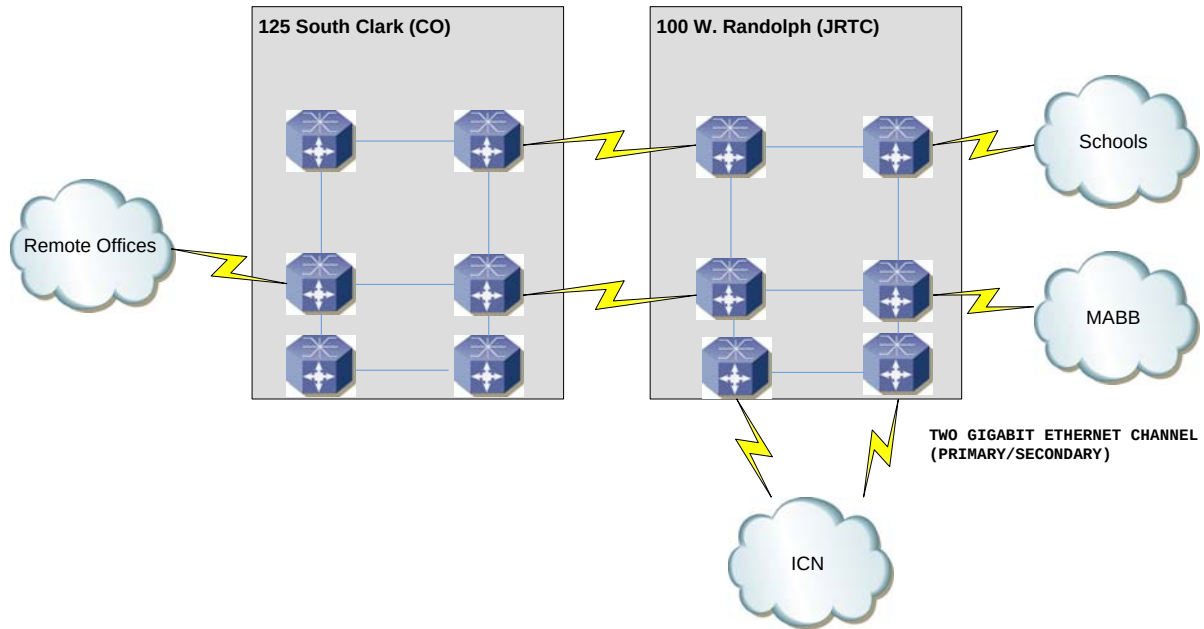
11. Proposer shall detail cost estimates in the provided spreadsheet. Costs shall remain consistent throughout the term of the Contract. The Board shall not be responsible for Proposer network build-out; it is assumed that Proposer has an established service within the area to provide the connectivity.

E. CURRENT NETWORK

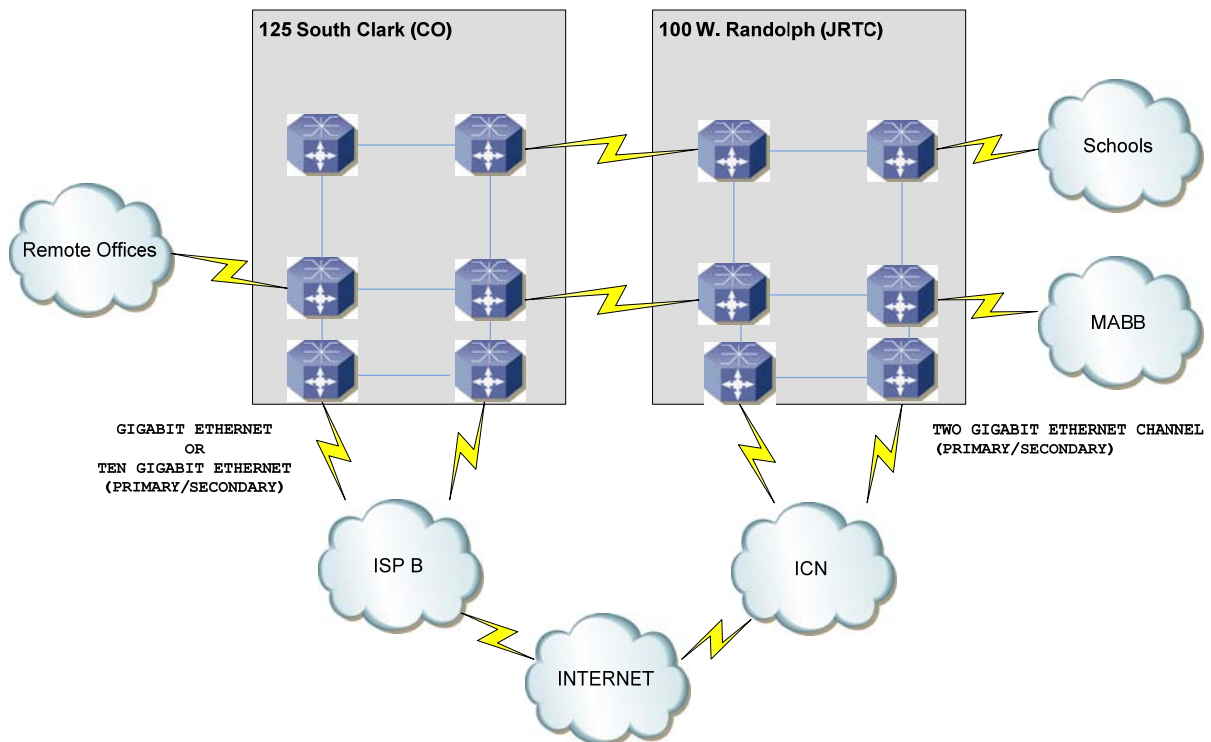
The Board's wide area network (WAN) consists of approximately 640 schools and regional offices, four remote offices, and three hub sites that are inter-networked via point to point circuits in a hub-and-spoke configuration throughout the metropolitan Chicago area. The Board maintains network facilities at three (3) locations: the main headquarters located at 125 South Clark Street, the main remote site core located at the James R. Thompson Center (JRTC), 100 West Randolph Street, and the ancillary remote core site at the Michael A. Bilandic Building (MABB), 160 North LaSalle Street. The remote offices are considered an extension of the main headquarters for purposes of support and administrative functionality. These remote offices are: Inspector General's Office, Medill Training Center, Elizabeth Training Center, and the Warehouse building. The Board's current Internet connection through Illinois Century Network (ICN) is terminated at the JRTC. The network supports electronic mail, Internet access, distance learning applications and client/server administrative systems for students, faculty, and administrative personnel.

IV. SCOPE OF SERVICES

Existing Internet Connectivity



New Internet connectivity



IV. SCOPE OF SERVICES

F. Cost Proposal

The cost for **Internet Access Services** performed by the Proposer shall be determined by calculating the total annual costs at various bandwidth levels. Proposer's cost proposal shall conform to the pricing schedule shown in Attachment C. Proposer shall submit both hard (paper) and electronic copies of its Cost Proposal. Proposer shall base the cost proposals on the assumptions detailed below.

1. PRICING ASSUMPTIONS

- a) Proposer shall submit a proposal for the proposed **Internet Access Services** solution. A sample of the cost proposal template can be found in Attachment C.
- b) Proposer shall separate all eligible and ineligible costs as they are delineated under E-Rate regulations. Proposers are recommended to consult the SLD/USAC's Website for eligibility lists pertinent to the relevant eligibility conditions (www.sl.universalservice.org). Any ineligible Service costs (e.g. monitoring bandwidth usage) must be delineated clearly with separate line-item pricing. The Board shall evaluate the proposal's responsiveness and cost efficacy exclusive of the ineligible features.
- c) Basic maintenance costs shall be separated out in the cost proposal response.

G. Review of Deliverables, Acceptance Procedures, and Acceptance of Deliverables

1. SERVICES: Review of Deliverables, Acceptance Procedures, and Acceptance.

- a) Proposer shall not commence the Services, and the Board shall not be liable for any costs incurred by Proposer, without a Notice-to-Proceed executed by the Board. In carrying out the Services, Proposer shall prepare and provide the deliverables as described in the Contract. The Board reserves the right to reject any and all deliverables which in its sole judgment a) do not adequately represent the intended level of completion or standard of performance, b) do not include relevant information or data, c) do not comply with federal, state or local reporting requirements, d) do not include all documents which are specified in the Contract e) or do not meet the standards which are reasonably necessary for the purposes for which the Board made the Contract with the Proposer or for which the Board intends to use the deliverables. Partial or incomplete deliverables shall not relieve Proposer of its commitments under the Contract.

At the Board's request, Proposer shall demonstrate to the Board how the deliverable meets or satisfies the requirements of the Contract. Proposer shall conduct any additional review or testing of a deliverable that the Board requests in order to verify to the Board's satisfaction that the deliverable meets and satisfies the requirements of the Contract. If the Board determines that any submitted deliverable does not meet the requirements specified in the Contract, the Board shall provide Proposer with written notice specifying the deficiencies or failures. Proposer shall then re-perform the deliverable(s) that have been determined to be deficient or considered a failure by the Board and apply the necessary resources to make sure the deliverable meets and satisfies the requirements of the Contract. After re-performing the deliverable, Proposer shall resubmit the deliverable for review testing and shall resubmit the deliverable to the Board along with a Completion Certificate. If an Event of Default occurs, the Board, in its sole discretion, may follow the procedures outlined in the Contract.

Each submittal of a deliverable by the Proposer shall be accompanied by a written certificate from the Proposer that such deliverable has met the requirements of the Contract ("**Completion Certificate**"). Upon delivery of the Completion Certificate, the Proposer shall also provide a complete copy of the deliverable to the Board.

V. SUBMITTAL REQUIREMENTS

Discussions may be conducted with Proposers who submit proposals determined to have a reasonable possibility of being selected by the Board. All Proposers shall be accorded fair and equal treatment with respect to the RFP process. In conducting any discussions, there shall be no disclosure of any information derived from proposals submitted by other Proposers. **PROPOSALS MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION.**

1. SUBMITTAL REQUIREMENTS

A. **Format of Response.** All original signature set of all proposals shall be submitted with pages numbered in a plastic three-ring binder with section dividers for each item listed in Section B below. Please do not send in spiral or velo binders. Each proposal shall be submitted on standard 8 1/2" x 11" bond paper bound on one side. Expensive papers and bindings are discouraged since no materials will be returned to the Proposer.

B. **Contents of Response.**

- 1) **A cover letter.** The cover letter shall be signed by an authorized representative of the company(s). The cover letter shall contain a commitment to provide the Services described herein and a written acknowledgement to agree to enter into a written contract with the Board for the Services. The letter shall indicate that the Proposer's submittal is firm for a period of at least 120 days. The letter shall also include a brief narrative description of the company and its Service offerings. It shall also identify the contact person for contractual negotiations, administration and for arranging an oral presentation.
- 2) **Proposer's Execution Page.** The Proposer's Execution Page shall be appropriately completed.
- 3) **Qualifications of the Company.** Describe experience in providing the Services requested in the RFP. Describe previous experience working in partnership with businesses, academic and governmental agencies for the past three (3) years.
- 4) **Qualifications of Committed Personnel.** To provide assurance of capability, submit the names, qualifications, education and experience of personnel expected to be assigned to support the project.
- 5) **Interrogatories (Refer to Attachment G).** All questions contained in the Interrogatories shall be answered on the Interrogatories form.
- 6) **References.** A minimum of three (3) references from programs of similar scope and magnitude for which the Proposer is currently providing services similar to the Services required herein. The telephone number of the contact person shall be provided. The Board reserves the right to contact these references.
- 7) **Financial statements.** Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years and the most recent quarterly report shall be provided. Financial Statements shall include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner shall submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Proposer(s).
- 8) **Implementation plan.** An implementation plan that outlines how the Proposer will provide Services as outlined herein shall be submitted in the following areas: a) Installation and Configuration, b) Draft Project Plan, c) Technical Architecture, d) Support Services, e) Reporting.

V. SUBMITTAL REQUIREMENTS

- 9) **Insurance requirements.** Evidence of current insurance coverage shall be submitted. If Proposer's current coverage does not meet the requirements stated in this RFP, the Proposer shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these Services.
- 10) **Contractor's Disclosure Form and W9 Form (Refer to Attachment A).** The Contractor's Disclosure Form shall be signed and notarized. A W9 Form shall also be completed and signed.
- 11) **M/WBE Compliance Documents (Refer to Attachment B).** All sections of the Remedial Program for Minority and Women Business Economic Participation that apply to your business entity 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 your proposal. Please note that all M/WBE documents in reference to your business that require a notarized signature must also be included in the submittal package.
- 12) **Work History with Board.** List, and briefly describe, any past work history with the Board, including the specific project worked on or the specific Services delivered to the Board.
- 13) **Joint ventures.** A copy of the executed joint venture agreement, if applicable, shall be submitted.
- 14) **Licensing and Designations.** Submit copies of Proposer's City of Chicago and/or State of Illinois licenses and all other licenses required to provide Services to the Board.
- 15) **Legal Actions.** List, and briefly describe, any and all legal actions for the past three (3) years in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a party in an administrative action for deficient performance or a defendant in a criminal action.
- 16) **Service Level Agreement.** The Proposer shall present a Service Level Agreement (SLA) for review and acceptance by the Board in accordance with the terms and conditions set forth in Attachment F. The SLA shall warrant that Services shall be provided as requested. Proposers are encouraged to provide recommendations for addressing performance failures when Service levels are not met including financial incentives and disincentives.

The Proposer shall agree to respond and resolve all requests within a reasonable time given the priority of the request. Requests in which the response time falls outside the basic coverage will carry-over to the next Board business day. The Board shall work with the Proposer to determine how priority levels will be assigned to Service requests. The Board also reserves the right to adjust priorities and response and resolution times, as needed.

The Board reserves the right to implement financial disincentives for failure to meet SLA performance measures, as well as financial incentives for exceeding SLA measures.
- 17) **Compliance with E-Rate Program Requirements.** A service provider identification number (SPIN) is used by the SLD/USAC as a means of identification and tracking records. Proposer shall submit a copy of its official letter from SLD/USAC confirming assignment of a SPIN number. The Proposer shall provide a description of their experiences, in the following areas:
 - a). Providing a dedicated team of experts to advise clients in E-Rate related matters. This includes providing legal and technical support for interpreting SLD rules and regulations.
 - b). Participation in an SLD audit of the E-Rate program, if any. Describe the role played and the lessons learned from the experience(s).
 - c). Provide in detail, any current litigation your firm is party to that originated from your participation in an E-Rate eligible project.
 - d). List and briefly describe any instances of non-compliance with FCC rules determined by FCC/SLD/USAC in any E-Rate matter.

V. SUBMITTAL REQUIREMENTS

- e). Provide the name of the auditor(s) that the Proposer intends to submit as part of the Proposer's compliance plan.
 - f). Provide a copy of the FCC Registration Number for Proposer's Taxpayer Identification Number and a written certified statement that Proposer represents and warrants that Proposer does not owe any non-tax payments to the federal government and/or the Federal Communications Commission, according to Debt Collection Improvement Act of 1996 (DCIA).
 - g). Provide a copy of the most recent Service Provider Annual Certification form (FCC Form 473).
 - h). Provide a list of E-Rate funding request participation for the Last Three Years, including Funding year, FRN#, Approved/Denied, Service Description, Name of School District/ Dollar Amount Funded/Denied/Reduced.
- 18) **E-Rate Resource/Consultant.** Describe the qualifications of Proposer's E-Rate Resource/Consultant who is familiar with the E-Rate invoice process and submission process to the SLD. A resume shall be submitted as part of this submittal.
- 19) **Cost Proposal (Attachment C).** The selected Proposer shall be required to perform all Services as outlined in Section IV, Scope of Services. The Proposer shall provide a Cost Proposal in which the Proposer will perform the Services requested in this RFP solicitation. The Proposer shall submit the following:
- a) A detailed list of assumptions on which the proposed Cost Proposal is based.
 - b) Details of projected reimbursable expenses.
 - c) The Proposer SHALL SUBMIT both hard and electronic copies of its Cost Proposal.
 - d) Proposer shall identify all eligible and ineligible costs as delineated under E-Rate regulations. Proposers are recommended to consult the SLD Website for eligibility lists pertinent to the relevant eligibility conditions (<http://www.universalservice.org/sl/>).
- 20) **Organizational Chart.** Proposer shall submit an organizational chart of its Program Management Team with responsibilities for each person clearly identified.
- 21) **Résumés of Program Management Team.** Copies of résumés and company profiles, where applicable, for the Program Management Team, with recommended positions, shall be submitted. The Proposer shall include a detailed résumé that clearly describes the experience of its E-Rate expert(s). Any interviews for the award of the Contract shall be with members of the Program Management Team. The proposed Program Management Team cannot be substituted without prior Board approval.
- 22) **Legal Terms and Conditions.** If awarded the Contract, Proposer acknowledges that the terms and conditions shall be based on this RFP and not based on terms and conditions from any prior written contracts, if any, that the Proposer may have had with the Board. In the event Proposer and the Board fail to reach agreement as to the terms and conditions of the Contract, Proposer's approval for award of the Contract shall be revoked by the Board.
- 23) **Contracts with Sister Agencies.** Proposer shall submit a list of contracts that it may have with the Board's sister agencies, including, but not limited to, the City of Chicago (COC), Chicago Park District (Parks), Chicago Transit Authority (CTA), Chicago Housing Authority (CHA), City Colleges of Chicago (CCC), and the Office of Emergency Management and Communications (OEMC) for the same or similar Services. The list shall include the title and date of the contract and the contracting sister agency.

VI. EVALUATION CRITERIA AND BASIS OF AWARD

1. SELECTION PROCESS

- a) **Evaluation Committee:** An Evaluation Committee, which will include representatives Information & Technology Services, Department of Procurement and Contracts and other Board Departments, will review proposals, in accordance with the evaluation criteria and submit its recommendation to the Chief Information Officer, who in turn will review and request that the Chief Purchasing Officer recommend to the Board those Proposers meeting the Board's criteria be awarded the Contract.
- b) **Competency of Proposer:** 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 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 Responses:** The Chief Purchasing Officer shall represent the Board in all matters pertaining to this RFP. The Chief Purchasing Officer reserves the right to reject any response and to disregard any informality in the responses when, in her opinion, the best interest of the Board will be served by such action. **Proposers unable or unwilling to participate in the federal E-Rate Program will automatically be eliminated from this RFP process.**
- d) **Addenda to this RFP:** If a Proposer is in doubt as to the true meaning of a part of this RFP, a written request for interpretation thereof may be submitted to the Chief Purchasing Officer. Any revisions of this RFP 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 RFP. A copy of any such addendum will be mailed, faxed or delivered to each Proposer receiving this RFP and posted on the Board's website. Failure on the part of the Proposer to receive any written addenda will not be grounds for withdrawal of a RFP. Proposer must acknowledge receipt of each addendum issued on the RFP Execution Page. Oral clarifications offered by any Board employees will not be binding on the Board.

2. EVALUATION CRITERIA

Proposer shall also be evaluated on the following criteria (which are not necessarily listed in order or priority):

- a) Responses by Proposers shall be evaluated in accordance with E-Rate rules which require that price to be the primary factor.
- b) Professional qualifications and experience of the Proposer necessary for providing the Services as outlined herein.
- c) Longevity of business organization.
- d) Experience with other contracts in a similar role.
- e) Quality of the Proposal and Implementation Plan.
- f) Financial stability of the Proposer.
- g) Professional qualifications and experience of assigned personnel including the assigned personnel's ability to perform the Services as reflected by technical training and education, general experience and specific experience in providing the required Services.
- h) Available staffing of adequate personnel to provide required Services.
- i) Past performance of the Proposer 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

VI. EVALUATION CRITERIA AND BASIS OF AWARD

agencies, or any other available sources, relevant information concerning the Proposer's record of past performance.

- j) Quality of the responses received from the three (3) references.
- k) Capacity of the Proposer to handle the assigned projects.
- l) Submission of all submittal requirements.
- m) All sections of the Remedial Program for Minority and Women Business Economic Participation that apply to your business entity 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 your proposal. Please note that all M/WBE documents in reference to your business that require a notarized signature must also be included in the proposal package. It should be noted that failure to submit a complete and comprehensive M/WBE Plan demonstrating compliance with the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts" will cause the Proposer to be deemed non-responsive and the Proposer will be disqualified.
- n) Legal Actions which may affect performance of the Services required under this RFP.
- o) Licenses to do business in the City of Chicago and/or the State of Illinois, as applicable, and all other licenses and certifications as may be necessary to provide the Services as identified herein.
- p) Responsiveness to the RFP's terms and conditions.

3. BASIS OF AWARD

A Contract will be awarded to those Proposer(s) who meet the Board's Evaluation Criteria set forth herein. The Board reserves the right to award the contract in whole or in part in the best interest of the Board.

-----The remainder of this page is left intentionally blank. -----

VII. BOARD RIGHTS

The Board may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The Board reserves the following rights, without limitation:

1. Reject any or all of the Proposals;
2. Issue subsequent RFP;
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. At its sole discretion, reduce the Scope of Services for a reasonable amount if in the best interest of the Board;
6. Appoint evaluation committees to review Proposals;
7. Seek the assistance of outside technical experts to review proposals;
8. Establish a short list of Proposers eligible for discussions/clarifications after review of written Proposals;
9. Negotiate with any, all, or none of the Proposers;
10. Solicit best and final offers (BAFO) from all or some of the Proposers;
11. Award a contract to one or more Proposers;
12. Accept other than the lowest priced proposal;
13. Waive informalities and irregularities in Proposals;
14. Award a Contract without discussions or negotiations;
15. Renegotiate or revise the Contract based upon SLD/USAC rule changes prior to and/or after the award of the Contract;
16. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);
17. Terminate the awarded Contract at any time, with or without cause, before or after the SLD/USAC's funding decision;
18. Reduce the project scope and funding; and
19. Exercise any other right or take any other action allowed by law.

VIII. COST PROPOSAL

(See the following page for the cost proposal. Proposer shall use the Excel spreadsheet that is attached separately to this document. The cost proposal is also listed under Attachment C.)

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@500Mbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@750Mbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -

Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@1Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@1.5Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@2Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@3Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@4Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

IX. PROPOSER'S EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 08-250039 containing a full set of documents, including, 1) General Invitation, 2) General Terms and Conditions, 3) Specific Terms and Conditions, 4) Scope of Services, 5) Submittal Requirements, 6) Evaluation Criteria and Basis of Award, 7) Board Rights, 8) Cost Proposal, 9) Proposer's Execution Page, 10) Attachments A, B, C, D, E1, E2, F, G and 9) Addenda Nos. _____ (none unless indicated here). The Proposer is responsible for reading and understanding all sections of this RFP, and affirms that the Proposer shall be bound by all of the terms and conditions contained in this RFP.

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"). Therefore, your company is on notice that if a FOIA request for your bid or proposal is received, the Board must release those documents to the requester. You company may only mark the following portions of your document as confidential: 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 portions of your bid or proposal marked confidential which do not fall within this FOIA exemption will be subject to release by the Board to the FOIA requester. The Board will seek indemnification from your company for any liability, 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 confidentiality markings of your company's bid or proposal.

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 Proposer and its officers and employees have not entered into any agreement with any other Proposer or prospective Proposer or with any other person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFP.

PROPOSER'S NAME: _____

ADDRESS: _____

By: _____
(Signature)

CITY: _____

NAME: _____

TELEPHONE: _____

TITLE: _____
(Printed)

ATTEST BY: _____
(Signature)

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

NAME: _____

TITLE: _____

Corporate Seal (requested, not required)

Notary Public Signature
Seal of Notary

ATTACHMENT A

CONTRACTOR'S DISCLOSURE FORM & W9



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.

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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. Bribe 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

W-9

**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 (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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 3. 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 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. 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 below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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 income tax return. 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 entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return 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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA 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.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

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 a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use 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 apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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. Entering "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, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

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 or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	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 and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide 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 or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% 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.

ATTACHMENT B

M/WBE COMPLIANCE AFFIDAVIT

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 Certifie	☐ 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

**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 single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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

Contract #: _____

☐ No ☐ Yes - (Attach verification of advertisement)

[illegible]

 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 C

COST PROPOSAL

(The cost proposal is also listed under Section VIII. Proposer shall use the Excel spreadsheet that is attached separately to this document.)

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@500Mbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -

Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@750Mbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@1Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@1.5Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@2Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -

Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@3Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

Internet Services Cost Proposal

Insert costs in cells that have yellow fill color, yearly charges and totals will automatically calculate. If Other charges are included in cost summary please detail costs below in the provided section.

Proposer' s Name:

	Monthly Charges		Yearly Charges		One Time Charges		Total 1st Year Cost	
	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE	ELIGIBLE	INELIGIBLE
Circuit Cost								
@4Gbps			\$ -	\$ -			\$ -	\$ -
Installation/Setup charges							\$ -	\$ -
NetPOP to CPE Extension							\$ -	\$ -
Patch Cords							\$ -	\$ -
Project Management							\$ -	\$ -
Electrical Buildout							\$ -	\$ -
BGP AS Registration							\$ -	\$ -
IP Address Pool Registration							\$ -	\$ -
Secondary DNS Services			\$ -	\$ -			\$ -	\$ -
Other Charges *			\$ -	\$ -			\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total								\$ -

Other Charges Detail:

* Any charges listed under "Other" must be detailed out in the comments section

ATTACHMENT D

COMPLIANCE TERMS OF E-RATE PROGRAM

- A. As part of the Proposer's participation in the E-Rate program, the Proposer must comply with the requirements below: All SLD/USAC forms needed by the Proposer can be found at: <http://www.universalservice.org/sl/tools/required-forms.aspx>.
1. Retain the services of a Board-approved third-party auditor to provide an annual report of E-Rate activities in conjunction with the SLD/USAC.
 2. Proposer must submit invoices and supporting document approved by the Board as provided in Section III, 2.5, of this Contract.
 3. File a Service Provider Annual Certification form (SPAC – FCC Form 473).
 4. Assist the Board with preparing all administrative paperwork required by SLD/USAC at the direction of the Information and Technology Services ("ITS") E-Rate Program Manager impacting delivery of E-Rate Eligible Services.
 5. Demonstrate knowledge and expertise of Federal Communications Commission ("FCC") rules, regulations, and guidelines related to the E-Rate Program.
 6. Advise the Board of FCC regulation changes and their impact on E-Rate Eligible Services provided by the Proposer.
 7. Review the Eligible Services List and recommend eligible solutions to the Board.
 8. Prepare correspondence to the SLD/USAC and/or FCC on behalf of the Boards (e.g. Service substitution request and other related matters) directly related to the E-Rate eligible Services.
 9. Assist the Board in appealing any adverse ruling of the SLD/USAC and/or FCC that are directly associated with E-Rate Eligible Services.
 10. Provide the Board with written opinions relating to eligibility and compliance with E-Rate rules, regulations and guidelines as deemed appropriate by the Board in support of the eligible Service.
 11. Assist in the preparation and provide staff as requested by the Board for beneficiary audits conducted by the FCC and/or their agents throughout the year.
 12. Make staff available for any audits that are conducted by the Board's third-party auditors.
 13. Proposer shall also obtain and provide to the Board a FCC Registration Number for its Taxpayer Identification Number on or before the time of execution of the Contract.

B. Invoices Procedures: For E-Rate-related purposes, it is incumbent upon the Proposer to include the following details for E-Rate-related Services on its invoices as follows.

1. Date of Invoice.
2. Dates of Service.
3. Funding Request Number ("FRN").
4. Proposer signature on invoice attesting to accuracy and completeness of billings.
5. Detailed description of Services performed that matches contract specifications, Form 470, and Form 471.
6. Breakdown of amount to be billed to SLD/USAC (eligible charges) and amount to be billed to the Board (ineligible and other charges), indicating the full pre-discount cost with the discount.
7. Invoice on Vendor letterhead or on a Proposer-generated form.
8. The Board's Billed Entity Number (BEN) number – #135749 and E-Rate Funding Year.
9. Proper discount percentages are charged based on FCDL.
10. Submit invoices to SLD/USAC only after Services have been delivered and signed off by the Board representative(s). The Board will utilize a progress payment schedule for all project-based Services.
11. Submit Service Provider Invoice Form (Form 474) to SLD only after issuing customer bills.
12. Include on customer bills sufficient detail to identify the specific Services provided, when the Services were provided, and the cost of the Services. A customer bill that indicates an amount with a description such as "eligible E-Rate Services" is not sufficient. The Board will provide the vendor the requirements for billing.
13. Indicate on the customer bill and or supporting documentation the make, model, and serial number for any equipment provided.
14. The submitter of an invoice should maintain an analysis relating the SLD/USAC invoice (using the Invoice Number on Form 474 or the Reimbursement Form Number on Form 472) to the invoice numbers of the customer bill.
15. Maintain copies of customer bills and invoices submitted to SLD/USAC to facilitate any requested reconciliation.
16. Include only Services provided within the funding year on invoices submitted to SLD/USAC.
17. Refund to SLD/USAC the appropriate portion of disbursements made by SLD/USAC for equipment that is returned.

ATTACHMENT E-1 AND ATTACHMENT E-2

AUDIT REQUIREMENTS FOR E-RATE YEAR 12 (July 1, 2009 through June 30, 2010)

I. OVERVIEW

A. Objective and Scope

The objective of the engagement of an Independent Auditor(s) ("Auditor") retained by (Proposer's Name) is to review amounts billed to Schools and Libraries Division ("SLD") and the Board of Education of the City of Chicago on behalf of the Chicago Public Schools ("the Board") by service providers for Funding Year 2009 to determine if adequate documentation is available to support all expenditures and also to determine if all expenditures are considered eligible for the E-Rate Discount according to the E-Rate program guidelines. The scope of the review shall include a review of all transactions from all expenditures. Reviews shall be conducted from the time period concurrent with the funding year, commencing July 1, 2009 and ending June 30, 2010. Dates are subject to change based on the actual start date of Services.

B. Approach

The Board's planned approach for achieving this objective is detailed in **Attachment E-2**. The Auditor shall proceed through the tasks in a sequential manner to ensure completion of the project on a timely basis. The Auditor's project team shall also provide project management services. Such services shall include, but are not limited to the following, attendance at status meetings with the Board's key stakeholders, document preparation and document review by the Auditor's senior level management. During status meetings, the Auditor shall be required to brief the E-Rate Program Director and others as appropriate on the progress of Services and to advise on matters that may affect the project timeframe or deliverables. This aspect of the methodology is critical to ensuring quality Services.

The Proposer must work with the Board's E-Rate Director to develop a plan for the methodology and work-steps of the audit. The Board's E-Rate Director shall review the proposed plan for the audit. Once the Board's E-Rate Director concludes the methodology and work-steps of the plan for the audit are acceptable, then the audit can commence. A detailed list of documentation that is required by the Auditor should be presented to the Board for review.

C. Team

The Auditor's project team and/or certified public accounting firm assigned to perform Proposer's obligations under the Contract shall have the necessary experience, training, and expertise in the E-Rate program to enable them to perform their duties and responsibilities under the Contract. Before the assignment of the Auditor's project team and/or certified public accounting firm, Proposer shall provide the Board with the resume of the prospective individuals for the project team and/or certified public accounting firm, an opportunity to interview such individuals, and shall obtain the written consent of the Board's E-Rate Director and the Chief Information Officer. If the services of the Auditor or a team member are unsatisfactory, the Board retains the right to require the Proposer to retain another Auditor.

D. Deliverables

The deliverables shall include a final year-end audit report containing the Auditor findings identifying deficiencies in the reporting of expenditures and recommendations for improvement in operations. The Auditor shall be required to deliver the final draft report to the Board within [45] days after the conclusion of the funding year. As the draft reports are completed, the Auditor shall present them to the Office of Information and Technology Services ("ITS") management for review and comment, revise the report as necessary, and finalize for distribution within [10] calendar days. The Auditor can expect that, within two weeks of submitting a draft report, the Auditor shall receive comments from the Board and shall need to revise the report if appropriate. All audit reports shall be produced on the Auditors letterhead.

All deliverables associated with this engagement are intended solely for the use of the Board, and are not intended for use by any third party. Proposer shall require the Auditor to comply with the contract terms regarding confidentiality, non-disclosure of confidential information, ownership of intellectual property, and turning over documents related to Services provided to the Board.

E. Timeframe

The proposed timeframes for this engagement are outlined in detail by task in the planned approach, **Attachment E-2** and are subject to final funding commitment approval by the SLD/USAC. Once approved, the Board shall submit a Form 486 certifying the actual start date of the date of the project or Service. The dates of the review are dependent upon the timely receipt of all documentation requested, E-Rate project start dates, and the availability of the Board's Designated Contact Person and E-Rate Director. The Auditor shall advise the Board's Designated Contact Person and E-Rate Director of any issues or circumstances affecting the timetable during regular status meetings. In such cases, Proposer shall work with ITS management to agree upon appropriate next steps.

F. Reason for Audit of Proposer's Supporting Documentation

To ensure that the Board continues to comply with federal regulations, Proposer shall implement year-end program audits of all spending and documentation that falls under the auspices of the E-Rate program. Through the year-end audit, Proposer and the Board shall be able to determine if expenditures are eligible in accordance with E-Rate Program guidelines, to identify any weaknesses or other deficiencies at year-end and rectify any inconsistencies in a timely manner. As a result, the Board shall have a better managed E-Rate program and shall be well prepared for any future SLD/USAC audits.

G. Status Updates

Proposer and Auditor shall hold periodic status update meetings with ITS to brief the Board's key stakeholders (and others as appropriate) on the progress of their work. Status meetings shall be held at the inception of the project and each year-end thereafter.

II. ADDITIONAL REQUIREMENTS OF THE PROPOSER

In addition to the terms set forth above, Proposer's Auditor shall include, in its audit program, steps to determine that Proposer is in compliance with the following:

- 1) Project management costs are separated from other charges.
- 2) Where labor is involved, detailed and signed individual timesheets are included.
- 3) Ineligible charges are not submitted to SLD/USAC.
- 4) The application, proposal, Form 470, Form 471, contract, and invoices are all consistent.
- 5) Substitute Services are prominently noted.
- 6) Service provision does not start prior to the approved start date noted on Form 470.
- 7) Where applicable, Recurring Services are installed prior to June 30th of the funding year in question (and Non-Recurring Services are provided prior to September 30th).
- 8) Supporting documentation is sufficient to evidence that what was approved per the Funding Commitment Decision Letter was actually provided.
- 9) Supporting documentation provides sufficient support from initial funding approval, through Service delivery, and concludes with final installation prior to the required date.
- 10) If E-Rate eligible Services are included as part of a larger contract or service billing, support for the allocation of E-Rate eligible amounts and reconciliation of that total to the total amount billed is provided.
- 11) If E-Rate eligible Services provided by a single vendor are allocated to multiple schools, support for the allocation reconciled to the amounts and locations identified in Form 471.
- 12) Proof that E-Rate-funded Services were provided within the allowable Service Delivery Deadline.
- 13) Proper Funding Request Number (FRN) was charged.

- 14) Invoices and SLD/USAC forms are submitted to the Board in a timely manner.
- 15) USAC forms are filled out completely.
- 16) Forms 474 are signed and dated by vendor representative.
- 17) If applicable, bill of materials/Network electronics are broken down by quantity, make, manufacturer and costs
- 18) If applicable, fixed asset lists are maintained with detailed information for each item (make, serial number, product description, physical location (including room numbers and the history if equipment was moved), date installed, FRN customer bill reference number(s), pre-discount cost, non-discount portion.
- 19) If applicable, testing of equipment to confirm that it is functioning and maintaining documentation of the results for the time periods required by the Contract.
- 20) If applicable, document the delivery and installation of equipment using a completion certificate signed by the applicant. Maintain completion certificates in a permanent file.

-----The remainder of this page is left intentionally blank. -----

ATTACHMENT E2

**The Board of Education of the City of Chicago (“the Board”)
Chicago Public Schools
Year-end E-Rate Review
PLANNED APPROACH**

Tasks	Action Steps	Deliverables	Timeframe
1.1 <i>Conduct kick-off meeting</i>	♦ Conduct an entrance conference with ITS executive management to gain an understanding of the project scope and objectives.	• Scope letter	July 2009
1.2 <i>Conduct planning</i>	♦ Interview key ITS management members as well as service provider personnel and document our understanding of any changes in the E-Rate program specific to all applicable funding years including the following. - o Billing processes. - o Project management structures. - o Period of eligibility for program expenditures. - o Items eligible for discount and delivery to eligible locations - o Amount of discount. ♦ Obtain and review any pertinent documentation related to eligibility of items, discount percentages, billing process, and project management structure, including E-Rate eligibility guidelines, written manuals, sample invoices, instructions to contractors, etc. ♦ Review 471's, FRN funding commitments, E-Rate program budgets, and project plans to gain an understanding of the scope of the applicable funding year project as well as to identify any potential risk areas. ♦ Develop an effective procedure for communicating project status, agree on a timetable for delivery of requested documentation and completion of the project, and discuss format of report.		July 2009 – August 2010

ATTACHMENT E2

**The Board of Education of the City of Chicago (“the Board”)
Chicago Public Schools
Year-end E-Rate Review
PLANNED APPROACH**

PROPOSER’S auditor shall obtain and review the following E-Rate-related documents:

Tasks	Action Steps	Deliverables	Timeframe
1.3 Documentation request	♦ Request documentation necessary to conduct review, including the following. ♦ 471 forms, FRN funding commitments. ♦ Summary by School spreadsheets (if applicable). ♦ 474 forms, all service provider internal connections, internet access, and telecommunications invoices, summary spreadsheets, and supporting documentation, including individual contractor and subcontractor invoices. ♦ Guidelines for program applicable funding year eligibility requirements. ♦ Service Provider listing of credit memos and other adjustments. ♦ Percentage of completion for each school project. ♦ Close out packages for each school project, as appropriate. ♦ Proposer and supplier contract awards. ♦ Listing of field and change orders. ♦ Proofs of disbursement for amounts paid by the Board to service providers – either cancelled checks or accounts payable reports. ♦ Proofs of disbursement for amounts paid by SLD/USAC to service providers – SPIF details reports. ♦ Materials and inventory budget and usage reports, including shipment and distributor records. ♦ Supporting documentation can include; list of equipment covered under maintenance contracts, work orders, meeting minutes, maintenance logs, etc. ♦ Block 4 listing for each Service. ♦ Timesheets.	• Documentation request list	September – October 2009

ATTACHMENT E2
The Board of Education of the City of Chicago (“the Board”)
Chicago Public Schools
Year-end E-Rate Review
PLANNED APPROACH

Tasks	Action Steps	Deliverables	Timeframe
1.4 Review available E-Rate program documentation to determine compliance with E-Rate eligibility requirements, and accuracy, existence, and completeness of reporting	Review available E-Rate program documentation to determine compliance with E-Rate eligibility requirements and accuracy, existence, and completeness of reporting. Key items to consider when reviewing expenditures for eligibility include the following. ♦ <i>Eligibility of items</i> - o Was the item purchased eligible under E-Rate program guidelines? - o Was an invoice or other documentation available to support the expenditure? - o Was the description on the invoice sufficient to support the expenditure? - o Is there a process in place to identify and remove ineligible items from invoices? ♦ <i>Period of eligibility</i> - o Was the item purchased or was the actual fieldwork conducted during the period of eligibility? - o Were field orders and change orders approved during the period of eligibility? - o Were contractor invoices submitted during the period of eligibility? ♦ <i>E-Rate discount percentage</i> - o Was the proper discount percentage applied to transactions? ♦ <i>Funding Request Commitment.</i> - o Was the appropriate Funding Request Number (FRN) charged for the expenditure? ♦ <i>Proof of Payment</i> Were the contractors and suppliers paid for their Services by the SLD/USAC and the Board?	▪ Potential Findings ▪ Work Papers	September 2009 – September 2010

ATTACHMENT E2
The Board of Education of the City of Chicago (“the Board”)
Chicago Public Schools
Year-end E-Rate Review
PLANNED APPROACH

Tasks	Action Steps	Deliverables	Timeframe
1.5 Develop findings and recommendations	Based on the results of the auditors review, the auditor shall develop findings and recommendations related to the processes and controls in place as well as for the overall administration of the E-Rate program. The findings shall highlight questionable expenditures and other concerns identified in the review of the documentation. The auditor shall also provide updates/developments related to the status of findings and recommendations from previous quarterly reports.	Findings and Recommendations	September 2009 – September 2010
2.0 Conduct gap analysis of the project management techniques and business processes used by Service Provider to manage the E-Rate program	- Conduct interviews with ITS and Service Provider E-Rate program management to gain an understanding of the processes in place to manage the E-Rate program. - Obtain and review existing documentation supporting the program's organizational structure, project management techniques, processes, policies, and procedures.	Findings and Recommendations to be included in Draft Reports	September 2009– September 2010
2.1 Develop findings and recommendations	Based on the results of the review, the Board shall develop findings and recommendations related to the processes and controls in place as well as for the overall administration of the program.	Findings and Recommendations to be included in Draft Reports	September 2009 – September 2010 (Deadlines detailed in audit memorandum)
2.2 Draft reports; Conduct exit conference	- Prepare and submit draft reports based upon the Services performed. The format of the final reports will be discussed with ITS management prior to delivery to ensure that we provide you with the information you need. - Conduct exit conferences with ITS management and other personnel as appropriate to discuss the findings and recommendations. - As necessary, the Board shall make revisions and conduct additional follow-up to flush out any questions or concerns. - Present ITS management with final draft reports.	Draft Report	TBD

ATTACHMENT F

SERVICE LEVEL AGREEMENT (SLA)

1. General. The Board shall negotiate and establish service level agreements for the Services delivered under this RFP. The SLA shall define the levels of Service expected for the various areas of Service delivered, divided into priorities according to importance to the supported systems or functions. The SLA shall also provide a warranty for Services, including a means for compensation of breach to the SLA. The SLA shall become an attachment to the Contract and shall have the full force of contract between the Board and the Proposer.

Specifically the Board is requiring 99.99% availability of the Service with no more than 40 milliseconds of latency (calculated as round trip time) and .1% packet loss as measured as a monthly average. In the event that either of the metrics is not attained, the Board shall be credited for each day of that month that the daily measurement does not meet the required availability, the maximum allowed packet loss or latency.

Requests to increase the available bandwidth shall be processed by the Proposer within one week if no additional cabling is required. If the request is not processed within one week, the Board shall be entitled to a credit of 50% of that month's charges (refer to the Cost Proposal).

2. Outline. The SLA shall include the following components:

- a) Preamble: The preamble includes a summary of the Services and structure of the agreement, dates of duration, official names of participating companies and names and signatures for representatives authorized to engage and ratify the agreement. Include other information requested by the Board as required for document management or other purpose.
- b) Services table: The Services table includes:
 - i. A detailed breakdown of systems, system components or district processes supported by the agreement.
 - ii. The scope of system, component or processes.
 - iii. The user availability or performance required for a necessary level of functionality for each element. This can be measured as a percentage of time or functionality, as a discrete value of time or functionality or by such other means as can be simply and clearly discerned. Also include variations in availability or performance based on time of day, day of week or other temporal, operational or functional conditions.
 - iv. The Service response time, tools and talent required to engage a triage process to resolve disruptions.
 - v. The Service resolution time, tools and talent needed to remediate the disruption.
 - vi. Testing, verification, recertification or setup required to validate the remediate conditions.
 - vii. Incident closure with information or validation required to consider the disruption resolved and normalized.
 - viii. Notes to account for special circumstances or generally required circumstances that affect systems requirements or delivery of Services.
- c) Service process:
 - i. Proposer shall provide a process diagram in flowchart form indicating contact methods, typical response procedures, remediation procedures, certification procedures and closeout procedures. Proposer shall provide diagrams for each distinct type of process where any of the process elements change, including contact methods. An event automatically escalates as a disruption propagates as evidenced by multiple initial notifications by users.
 - ii. Proposer shall develop an escalation process that defines procedures and actions to be engaged to expedite Service response, resolution and closeout procedures that do not meet the standards defined in the Services table. Proposer shall provide two levels of escalation beyond normal delivery. Proposer shall include a process for automatic escalation of events without user or district intervention and a process for user or district intervention. Notification by users or the district is not required to escalate a Service event. In addition, the time for transition from normal to level one escalation or from level one to level two is based on the time of initial notification, not a second notification.

- iii. Proposer shall include a table of contacts with roles and responsibilities for initial, level one escalation and level two escalation contacts. Maintain and update list so that information is always current. Proposer shall provide initial and two backup contacts for initial notification and escalation notification.
 - iv. Proposer shall implement a tracking system to record relevant information including unique event identifier, time of initial notification, identity of initial notifying person, reported conditions, triage action, response team information, time of response using automated or independently verifiable time stamp, diagnosis and conditions report, duration or time of resolution using automated or independently verifiable time stamp, resolution procedures including materials and methods employed and results, validation summary with test results or recertification data, notes and additional information. Proposer shall include other information to develop a historical context and knowledge base for future Service conditions and statistical analysis of system or equipment failures and resolutions.
 - v. Proposer shall develop a sub-process to recommend adaptations, upgrades and modifications to systems or Services based on analysis of events and remediation procedures. Proposer shall include a complete description of the change, the scope, details of implementation, estimates of cost and anticipated benefits.
- d) Warranty: Proposer shall provide a warranty for Service delivery and describe the means for resolution of the following conditions, among others that are relevant to the Services rendered:
- i. Responding to events beyond the defined time or without the proper tools or talent.
 - ii. Lack of successful resolution of events according to requirements.
 - iii. Failure to escalate events automatically or after notification.
 - iv. Failure to notify responsible parties.
 - v. Non-compliance with requirements for security or identification.
 - vi. Consequential or incidental damages to facilities, equipment or systems.

A breach of requirements automatically escalates an event to the highest level of response with a requirement to notify the district's representative.

- e) Relief: Proposer shall provide a complete description of the relief offered for breach of warranty. Proposer shall propose relief befitting the Service delivered, subject to negotiation, suitable in measure and kind to provide an incentive for successful Service delivery and proportional to the extent of breach and impact of breach on the Board's systems or processes. The system of relief may be as an account where debits are incurred for breach of performance to standards. At the end of each calendar interval, monthly or quarterly, a tally is made of the account. Any balance is converted to liquidated damages or extension of Service.

3. Conditions. Proposer shall develop the terms and conditions of the SLA in accordance with the following:

- a) Proposer shall coordinate with security and safety requirements, access requirements, technician identification and any other requirements and conditions deemed necessary by the Board to assure the safety and security of students, personnel, data, facilities and systems. Technicians dispatched to schools or other district facilities shall have company-issued identification, government-issued identification and be outfitted with uniforms or other clear and visible external identification. Proposer shall train technicians to be aware of and compliant with district security and safety requirements.
- b) Obtain and maintain a bond to the satisfaction of the Board for all persons entering Board facilities against theft, vandalism and other malicious behavior or acts. From time to time the Board may require the Proposer to demonstrate compliance with the provisions of this section. Also, Proposer shall comply with the requirements of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.
- c) Proposer shall integrate Services with existing processes, procedures and policy adopted by the Board and other service providers. Proposer shall automate procedures and information delivery whenever possible and practical, in particular with the Board's help desk and network support.

ATTACHMENT G

INTERROGATORIES

A. General Questions

- 1. General Experience.** Describe experiences in implementing and providing Internet Services. Include years of experience and any experiences with educational and governmental entities.
- 2. Project Management Methodology.** Identify your project management methodologies. Describe the processes, procedures and tools used to ensure successful projects.
- 3. Reporting Tools.** Identify reporting and analysis tools utilized to extract data and provide reporting that may be included in this Service. Include sample reports and the frequency of reports and analyses.
- 4. SLA Monitoring.** Please provide the details on how the KPI's (Key Performance Indicators) are monitored. This should include what protocols are used including source and destination of the monitoring traffic.
- 5. Communication.** Explain your processes for capturing suggestions and complaints from customers, suppliers, and other support organizations as well as your process for providing feedback to the appropriate parties for improving operations.
- 6. Incident Management.** Describe the processes and best practices followed to: (1) create an incident ticket, (2) define and track status levels; update, monitor and communicate the status; and how changes in status are communicated to the customer, (3) ensure that problems are satisfactorily resolved and, (4) that all required information is correctly captured before the incident is closed. Explain how you ensure that the customer's needs and expectations are met.
- 7. Change Management.** Describe the processes and best practices followed and the role that you play in evaluating and responding to changes to Services, capabilities or the capacity of the client organization.