

Specification No.: 20-350032  
Advertisement Date: 10/16/2020

**BID SOLICITATION FOR BACKFLOW PREVENTION SYSTEM ANNUAL TESTING SERVICES**

**FOR THE  
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**Required for use by the Department of Facilities**

**Contract Period: Two (2) years from Contract commencement  
with the Board having up to three (3) options to renew for additional one (1) year periods**

**BIDS ARE TO BE SUBMITTED ELECTRONICALLY ACCORDING TO THE INSTRUCTIONS CONTAINED IN THE SUBMITTAL REQUIREMENTS SECTION OF THIS BID. IF BIDDER DESIGNATES ANY PORTION OF ITS SUBMITTAL AS EXEMPT UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT ("FOIA"), BIDDER SHALL ALSO PROVIDE ONE (1) ELECTRONIC VERSION OF THE REDACTED BID.**

**BIDS MUST BE RECEIVED NO LATER THAN NOVEMBER 16, 2020 AT 2 P.M. CENTRAL TIME THROUGH THE FOLLOWING LINK:**

**<https://cps.bonfirehub.com/opportunities/private/9e990db83c11efd13dbbe4425da92a1e>**

**A Virtual Pre-Submittal Conference will be held on October 28, 2020, at 2pm Central Standard Time, at the following link:**

**Meeting ID  
[meet.google.com/tsc-srzd-dzs](https://meet.google.com/tsc-srzd-dzs)  
Phone Numbers  
(US)+1 402-848-0311  
PIN: 541 100 232#**

**Attendance is not mandatory, but encouraged. A MBE/WBE Networking Session will follow immediately after the Pre-Submittal Conference.**

**ISSUED BY THE DEPARTMENT OF PROCUREMENT**

**LORI E. LIGHTFOOT  
MAYOR**

**JANICE K. JACKSON, EdD  
CHIEF EXECUTIVE OFFICER**

**MIGUEL DEL VALLE  
PRESIDENT**

**JONATHAN MAPLES  
CHIEF PROCUREMENT OFFICER**

**For current Bid/RFP/RFQ information, Log in at:  
<http://cps.edu/procurement/Pages/currentcontracts.aspx>**

- I. General Invitation
- II. General Terms and Conditions
- III. Specific Terms and Conditions
- IV. Scope of Services
- V. Submittal Requirements
- VI. Evaluation Criteria and Basis of Award
- VII. Bid Tabulation Worksheet
- VIII. Bid Execution Page

Attachments:

- Attachment A: Contractor's Disclosure Form
- Attachment B: W-9 Tax Form
- Attachment C: MBE/WBE Compliance Plan
- Attachment D: Bid Tabulation Worksheet and Backflow Bid Groups

## **I. GENERAL INVITATION**

### **REQUEST FOR BID FOR BACKFLOW PREVENTION SYSTEM ANNUAL TESTING SERVICES**

The Board of Education of the City of Chicago (the “**Board**”) invites the submission of bids from firms (“**Bidder(s)**”) that wish to provide complete Backflow Prevention Systems Annual Testing Services (“**Services**”) to the Board. The Board reserves the right to (i) select one or more Bidders to provide the Services outlined herein; (ii) accept portions of the bid from one or more Bidders; or, (iii) reject any and all bids.

Bidder may only bid in one capacity: either individually, as a joint venture, a partnership, or other type of legal entity. A “Person”, “Partnership”, “Joint Venture” or “Sole Proprietorship” operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805 ILCS 405.

Bids must be submitted electronically according to the instructions contained in the Submittal Requirements Section of this bid.

Bidder shall be responsible for successful delivery of its bid to the Chief Procurement Officer before the advertised date and hour for the receipt of the bids. Bids submitted or partially submitted past the advertised date and hour for the bid receipt will not be considered and will be rejected, except in the case of error by CPS.

**Bidder shall bear all costs of responding to this Bid.**

#### **Downloading Bid Solicitations/Addenda:**

This bid and all attachments are available for download from the Board’s website at:

<https://cps.edu/procurement/Pages/currentcontracts.aspx>

#### **Questions:**

Firms seeking assistance shall only contact Stephen Gilliam at [sgilliam3@cps.edu](mailto:sgilliam3@cps.edu). If a firm is in doubt as to the true meaning of a part of this solicitation the firm may submit a written request of clarification to the aforesaid individual with a reference to the Specification Number provided on the cover page of this solicitation. No telephone calls will be accepted.

**Firms, including all agents or subcontractors, who contact any other CPS personnel, either verbally or in writing, concerning this solicitation, are in violation of procurement procedures and any submitted bids from or including such individuals or entities may be disqualified.**

**NOTE: ALL QUESTIONS REGARDING THIS BID SOLICITATION MUST BE SUBMITTED IN WRITING VIA E-MAIL TO STEPHEN GILLIAM ([Sgilliam3@cps.edu](mailto:Sgilliam3@cps.edu)) NO LATER THAN OCTOBER 23, 2020 AT NOON (CENTRAL TIME).**

All written questions received by the deadline will be answered via e-mail and any written clarification or response will also be posted on the Board’s website at: <http://cps.edu/procurement/Pages/currentcontracts.aspx>. Oral clarifications offered by any Board employee will not be binding to the Board. Late questions will not be answered.

#### **Addenda:**

Any revisions of this solicitation deemed necessary by the Chief Procurement Officer will be made only by an addendum issued by the Department of Procurement not less than seventy-two (72) hours prior to the submission deadline. A copy of any such addendum will be posted on the Office of Procurement website at: <http://cps.edu/procurement/Pages/currentcontracts.aspx> and may be e-mailed or mailed to Bidders. Failure on the part of the Bidder to receive any written addenda will not be grounds for withdrawal of a bid. Bidder must acknowledge receipt of each addendum issued in Section VIII: Bid Execution Page.

## **I. GENERAL INVITATION**

### **Errors, Omissions, and Withdrawal of Bids:**

Bidder is expected to comply with the true intent of this solicitation taken as a whole and shall not avail itself of any error or omission to the detriment of the Board. Should Bidder suspect an error, omission, or discrepancy in the specifications or instructions, Bidder shall immediately notify the Board in writing, and the Board will issue written corrections or clarifications in an addendum if necessary in the Board's sole discretion. Bidder shall not be allowed to benefit from errors in the document that could have been reasonably discovered by Bidder in the process of putting the bid together. Bidder is responsible for the contents of its bid and for satisfying the requirements set forth in this solicitation. Bids may be withdrawn at any time prior to the scheduled opening time. All requests to withdraw must be in writing; oral requests will not be honored. The request should be labeled and addressed in the same way as the original bid and should be clearly marked to indicate that it is a withdrawal of the bid. Resubmission of a withdrawn bid will be considered a new bid and must be submitted prior to the due date.

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## **II. GENERAL TERMS AND CONDITIONS**

1. **Contract:** If selected to provide the Services described herein, the Bidder shall adhere to the terms and conditions contained in this bid solicitation. The term "Contract" hereinafter refers collectively to this bid solicitation, all exhibits attached hereto and/or incorporated herein by reference, all addenda, the Bidder's response to this bid solicitation, and acceptance by the Board of such bid. In case of any conflict between the terms and conditions of this bid solicitation and the Bidder's response, the following terms and conditions of the bid solicitation shall govern and control for all purposes.
  
2. **Term of Contract:** The term of this Contract shall commence on the date stated on the Section VII: Bid Execution Page and end two (2) years thereafter ("**Term**"), unless terminated sooner as provided herein. The Board shall have the right to renew this Contract for up to three (3) additional one (1) year periods as determined by the Board, upon the same terms, conditions and pricing (a "**Renewal Term**"). The Renewal Term shall be documented by a renewal agreement signed by the authorized representatives of the Board, approved by the Board's General Counsel, and signed by the authorized representative of the successful Bidder.
  
3. **Scope of Services:** Bidder agrees to provide the Services set forth in Section IV: Scope of Services, in accordance with the terms and conditions of this Contract. "Services" means, collectively, the services, deliverables, duties and responsibilities described in this Contract and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Contract. The Board retains final authority with respect to all Services related decisions. Any changes in the Services, including any increase or decrease in the amount paid by the Board for such Services shall be documented in a written amendment signed by the authorized representatives of each party and approved by the Board's General Counsel before the change can take effect.
  
4. **Purchase Orders, Billing and Payment Procedures; Electronic Payments:**
  - A. **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form ("**PO**"). The pre-printed terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Contract. Under no circumstances shall Bidder deliver any Services without an approved Purchase Order.
  
  - B. **Billing and Payment Procedures:** All invoices must be submitted electronically via email in PDF format to [cpsinvoice@cps.edu](mailto:cpsinvoice@cps.edu). Each email may only contain one invoice and must include your vendor name and the CPS Purchase Order number. All invoices must include:
    - Bidder name and payment address
    - Unique invoice number (determined by bidder)
    - Valid purchase order number (only one PO number may be referenced on each invoice)
    - Invoice date
    - Itemized description of the Services provided
    - Date the Services were performed
    - Detailed pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Contract. If Bidder has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act [50 ILCS 505/1 *et seq.*]. The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Services performed under this Contract.

## **II. GENERAL TERMS AND CONDITIONS**

- C. **Electronic Payments:** Bidder agrees that, at the Board's sole discretion, the Board may make payment electronically to Bidder for any and all amounts due to Bidder pursuant to this Contract by means of the Board's procurement charge card account. Bidder recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Bidder further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Bidder agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement.
5. **Standards of Performance:** Bidder shall devote, and shall cause all of its employees, agents and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively and efficiently and to the satisfaction of the Chief Procurement Officer ("CPO"). Bidder shall retain and utilize, as required by law or by contract, professionals licensed to practice in the State of Illinois in the applicable profession. Bidder shall use efficient business administration methods and perform the Services in a workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are supplied at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Contract are efficiently and cost-effectively delivered. Bidder acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Bidder agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or payment for same by the Board does not relieve Bidder of its responsibility for any nonconformity with the Specifications or any defects in the Products. Bidder shall remain responsible for all Services furnished hereunder, whether furnished by Bidder or its subcontractors or others on its behalf.
6. **Personnel/Adequate Staffing:** Bidder must assign and maintain during the Term of the Contract and any renewal of it, an adequate staff of competent personnel that is fully trained, equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion, that any employee, subcontractor, or other person providing Services hereunder for Bidder is not performing in accordance with the performance standards or other requirements in this Contract, the Board shall have the right to direct the Bidder to remove that person from performing Services under the Contract.
7. **Compensation and Pricing:**
- A. **Compensation:** The total maximum compensation amount payable to Bidder pursuant to this Contract shall not exceed the amount specified in Section VIII: Bid Execution Page, with no reimbursement for expenses except as specifically set out in this Contract, and shall be firm for the duration of the Term of this Contract. Bidder is not entitled to any payment nor is the Board obligated to pay Bidder any amount solely by virtue of entering into this Contract. Compensation shall be based on actual Services performed during the Term of this Contract, and the Board shall not be obligated to pay for any Services not in compliance with this Contract. In the event of early termination of this Contract, the Board shall only be obligated to pay for Services rendered up to the date of termination. Unless the Board has requested that Services ordered before the effective termination or expiration date be delivered after the effective date of termination or expiration, the Board shall not have any liability for any Services performed after the effective expiration or termination date.
- B. **Prices:** The prices indicated on Bid Tabulation Worksheet shall be firm for the Term of this Contract, and any increases that are permitted by the Board for the Renewal Term shall not

## **II. GENERAL TERMS AND CONDITIONS**

exceed the maximum percentage indicated in the Bid Tabulation Worksheet for that Renewal Term. The maximum payment amount for any Renewal Term shall be established by the Board in a separate written renewal agreement, if the option(s) is exercised.

8. **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 this Contract, the Board shall notify Bidder and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient funds were appropriated or whenever the funds appropriated for payment under this Contract are exhausted. In no event shall the Board be liable to the Bidder for any amount in excess of the current amount appropriated and budgeted by the Board to fund payments under this Contract.
  
9. **Audit and Document Retention:** Bidder shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents for compliance by the Bidder with this Contract. Bidder shall promptly rectify errors and resolve disputes that may be reported as a part of any such audit. Bidder shall furnish the Board with such information, supporting documentation and reports as may be requested relative to costs of the performance of Services, and compliance with applicable MBE/WBE requirements. Failure of the Bidder to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Bidder for the cost of such audit. Bidder shall maintain all records relating to Bidder's performance of Services under this Contract. As used in this Section, "Records" shall include all correspondence, receipts, vouchers, memoranda, and other data, regardless of type or medium (including emails or other electronically stored data) relating to this Contract and Bidder's performance of Services. All records referenced above shall be retained for five (5) years after the termination or expiration of this Contract and shall be subject to inspection and audit by the Board. If any audit, litigation or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Bidder shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
  
10. **Termination, Events of Default, and Remedies:**
  - A. **Early Termination:** The Board may terminate this Contract in whole or in part without cause, at any time by a notice in writing from the Board to Bidder in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received or the date stated in the notice, whichever is later.

After notice is received, Bidder must restrict its activities, and those of its subcontractors, to winding down all activities previously begun under this Contract. No costs incurred after the effective date of the termination are allowed. Unless the Board has requested that Services ordered before the effective termination or expiration date be delivered after the effective termination or expiration date, the Board shall not have any liability for any Services delivered after the expiration/termination date.

Bidder must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Contract.

Bidder shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Bidder or the Board to the extent inconsistent with this provision.
  
  - B. **Suspension of Service Delivery:** The Board may, upon thirty (30) calendar days written notice, direct Bidder to suspend the performance of Services. Bidder shall promptly resume

## **II. GENERAL TERMS AND CONDITIONS**

performing 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 and Bidder. Responsibility for any additional costs or expenses actually incurred by Bidder as a result of remobilization shall be determined by mutual agreement of the parties.

- C. Bidder's Events of Default: Events of default ("**Events of Default**") include, but are not limited to, the following:
- 1) Any action or failure to act by Bidder which affects the safety and/or welfare of students or Board staff;
  - 2) Any material misrepresentation by Bidder in the inducement or the performance of this Contract;
  - 3) Breach of any term, condition, representation or warranty made by Bidder in this Contract;
  - 4) Failure of Bidder to perform any of its obligations under this Contract, including but not limited to, the following:
    - i) Failure to timely perform any portion of the Services in the manner specified herein;
    - ii) Failure to maintain sufficient personnel, material, or equipment to ensure the timely performance the Services;
    - iii) Failure to perform the Services in a manner reasonably satisfactory to the CPO;
    - iv) Failure to promptly re-perform, within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory;
    - v) Discontinuance of the performance of Services for reasons within Bidder's reasonable control;
    - vi) Failure to comply with any term of this Contract, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Contract constituting an Event of Default; or
    - vii) Failure to meet the MBE/WBE program participation goals;
  - 5) Default by Bidder under any other agreement Bidder may presently have or may enter into with the Board;
  - 6) Where Services include contact with CPS students, any failure to comply with the Background Check Section, in whole or in part; and
  - 7) Assignment by Bidder for the benefit of creditors or consent by Bidder to the appointment of a trustee or receiver or the filing by or against Bidder of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.
- D. Remedies: The Board in its sole discretion may declare Bidder in default, in whole or in part, if Bidder commits an Event of Default. The Chief Procurement Officer may, in his/her sole discretion, give Bidder an opportunity to cure the default within a certain period of time (the "**Cure Period**") or s/he may determine that an opportunity to cure is not warranted or necessary. The Chief Procurement Officer shall give Bidder written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or if no opportunity to cure is granted, a default notice ("**Default Notice**").



## **II. GENERAL TERMS AND CONDITIONS**

The Chief Procurement Officer may give a Default Notice after a Cure Notice has been provided if: (i) Bidder fails to effect a cure within the Cure Period given in the applicable Cure Notice, or (ii), if the Event of Default cannot be reasonably cured within said Cure Period, Bidder fails to commence and continue diligent efforts to cure in the sole opinion of the Board.

A written Default Notice shall be final and effective termination of the Contract, in whole or in part, upon Bidder's receipt of the notice or on the date as set forth in the notice, whichever is later. Upon receipt of a Default Notice, Bidder must discontinue all Services unless specifically directed otherwise in the notice, and Bidder must deliver to the Board all materials prepared or created in performance of this Contract, whether completed or in-process.

Upon the occurrence of an Event of Default, the Board may invoke any or all of the following remedies:

- 1) The right to take over and complete the performance of Services or any part thereof, by contract or otherwise as agent for and at the cost of Bidder either directly or through others. Bidder shall be liable to the Board for any excess costs incurred by the Board. Any amount due Bidder under this Contract or any other agreement Bidder may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy;
- 2) The right to terminate this Contract, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the Board;
- 3) The right to suspend the performance of Services during the Cure Period if the default results from Bidder's action or failure to act which affects the safety or welfare of students or Board staff. In the event that the performance of Services is resumed, Bidder shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization;
- 4) The right to specific performance, an injunction or any other appropriate equitable remedy;
- 5) The right to receive from Bidder any and all damages incurred as a result or in consequence of an Event of Default;
- 6) The right to money damages;
- 7) The right to withhold all or part of Bidder's compensation that are due or that may become due under the Contract; and
- 8) The right to use an Event of Default as a basis to deem Bidder non-responsible in future contracts to be awarded by the Board and/or seek debarment of the Bidder pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended from any time.

The Board may elect not to declare Bidder in default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Bidder to continue to perform the Services despite one or more Events of Default, Bidder shall in no way be relieved of any responsibilities, duties or obligations under this Contract nor shall the Board waive or relinquish any of its rights under this Contract, at law, equity or statute, 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. If the Chief Procurement Officer decides not to terminate, then s/he may decide at any time thereafter to terminate the Contract, in whole or in part, in a subsequent Default Notice.

## **II. GENERAL TERMS AND CONDITIONS**

The remedies under the terms of this 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.

If the Board's election to terminate this Contract for default is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to the Early Termination Section above.

- E. Turnover of Documents and Records: Upon demand of the Board after termination of this Contract for any reason or the expiration of this Contract by its terms, Bidder shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Contract, the performance of Services, except that Bidder may keep a copy of such information for its own records.

### **11. Confidential Information, Dissemination of Information, Ownership, Survival:**

- A. Confidential Information: In the performance of this Contract, Bidder may have access to or receive certain information that is not generally known to others including but not limited to, proprietary information, copyrighted material, business plans, financial information, educational records, student data, employee data, information relating to health records, and other information of a personal nature (collectively "**Confidential Information**"). Confidential Information may include confidential or proprietary information of third parties provided by Board to Bidder in the course of performance of the Contract. Confidential Information shall not include information that is: (i) or becomes part of the public domain through no fault of Bidder; (ii) made available to Bidder by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Bidder to have been independently developed or obtained by Bidder without violating the confidentiality obligations of this Contract and any other agreements with the Board.
- B. Use of Confidential Information: Bidder shall use or disclose any Confidential Information or any finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Contract (collectively "**Work Product**") for the sole purpose of rendering Services to the Board pursuant to the terms of this Contract. Bidder shall not disclose Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information to perform the obligations of this Contract. Bidder shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of the Board, which shall be, at a minimum, with no less protection than Bidder uses to protect its own Confidential Information. Bidder understands that Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("**FERPA**") and the Illinois School Student Records Act ("**ISSRA**").
- C. Dissemination of Information: Bidder shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. In the event that Bidder is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in Bidder's possession, Bidder shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any

## **II. GENERAL TERMS AND CONDITIONS**

means available to it prior to submission of any documents to a court or other third party. Bidder shall 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.

- D. Press Release; Publicity: Bidder shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property, including but not limited to the CPS logos or the logos of any CPS schools, during or after the performance of Services without the prior written consent of the authorized representative of the Board. Furthermore, Bidder may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Chief Communications Officer or his/her designee.
  
- E. Ownership: The Board owns and retains ownership of all Confidential Information as between Bidder and the Board. Bidder agrees that, to the extent permitted by law, any and all 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," Bidder 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 developed by, created for, or incorporating information, including Confidential Information, gained from or in the course of the performance of the Contract shall at all times be and remain the property of the Board. Bidder shall 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 consistent with the terms set forth herein. 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 this Contract within five (5) business days of demand. In addition, Bidder 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 Bidder's possession, such items shall be restored or replaced at Bidder's expense.
  
- F. Unauthorized Access, Use or Disclosure: If Bidder has knowledge of any unauthorized access, use and/or disclosure of Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four (24) hours from Bidder receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including if required under any federal or state law, providing notification to the affected persons. Bidder shall bear the losses and expenses (including attorneys' fees) associated with the breach of Confidential Information, including without limitation any costs: (1) of providing notices of a data breach, including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Bidder shall include this provision in any and all agreements it executes with subcontractors providing Services under this Contract.
  
- G. Return and/or Destruction of Confidential Information: Upon the expiration or termination of this Contract, Bidder shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium.
  
- H. Employees, Agents, and Subcontractors: Bidder agrees to cause its employees, agents and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by Bidder.

## **II. GENERAL TERMS AND CONDITIONS**

- I. Injunctive Relief: In the event of a breach or threatened breach of this Section, Bidder 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, Bidder 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 to and without prejudice to such rights that the Board may have in equity, at law, or by statute.
  - J. Survival: The provisions of this Section shall survive the termination or expiration of this Contract.
- 12. Representations and Warranties of Bidder**: Bidder represents and warrants that the following shall be true and correct as of the effective date of this Contract and shall continue to be true and correct during the Term of this Contract and any Renewal Terms:
- A. Contractor's Disclosure Form: The disclosures in the Contractor's Disclosure Form submitted by Bidder to the Department of Procurement are true and correct. Bidder shall promptly notify the Board of any material change in information set forth therein, including but not limited to, change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
  - B. Financially Solvent: Bidder warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to perform all Services and perform all other obligations under this Contract.
  - C. Compliance with Laws: Bidder is and shall remain in compliance with all applicable federal, state, county, and municipal statutes, laws, ordinances, and regulations relating to this Contract, the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, Bidder is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.
  - D. Gratuities: No payment, gratuity or offer of employment was made by Bidder, any of its members if a joint venture or, to the best of Bidder's knowledge after due inquiry, by any subcontractors, in relation to this Contract or as an inducement for award of this Contract. Bidder is and shall remain in compliance with all applicable anti-kickback laws and regulations throughout the Term of this Contract.
  - E. Ethics: No officer, agent or employee of the Board is or shall be employed by Bidder or has or shall have a financial interest, directly or indirectly, in this Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as may be amended at any time, which policy is hereby incorporated by reference into and made a part of this Contract as if fully set forth herein.
  - F. Good Standing: Bidder, each of its joint venture members if a joint venture, and each of its subcontractors, if any, are not in default or have not been deemed by the Board's Chief Procurement Officer to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of this Contract.
  - G. Authorization: Bidder has taken all action necessary for the approval and execution of this Contract, and execution by the person signing on behalf of Bidder is duly authorized by Bidder and has been made with complete and full authority to commit Bidder to all terms and conditions of this Contract which shall constitute valid, binding obligations of Bidder.

## **II. GENERAL TERMS AND CONDITIONS**

- H. Research Activities and Data Requests: Bidder shall not conduct research in the Chicago Public Schools or use Confidential Information for research purposes. In the event that the Board seeks to conduct research in Chicago Public Schools or use Confidential Information for research purposes, Bidder shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2019 as may be amended from time to time. Bidder may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer.
- I. Intellectual Property: In performing Services under this Contract, Bidder shall 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 or proprietary information. Bidder shall have, without encumbrance, all ownership, licenses, marketing, or other rights required to furnish all Services that it provides to the Board under this Contract and can grant or assign all rights granted or assigned to the Board under this Contract.
- J. Free of Computer Viruses: Bidder shall use commercially reasonable best efforts to ensure that its Services and any software, hardware, or other technology used in Bidder's performance of its Services is free of malicious code, malware, Trojan horses, ransomware, worms, and other computer viruses, particularly to the extent that it may interact with the Board's systems and network.
- K. Prohibited Acts: Within the three (3) years prior to the effective date of this Contract, Bidder or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees: (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity; and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
- L. Debarment and Suspension: Bidder certifies to the best of its knowledge and belief, after due inquiry that:
- 1) The Bidder, its principals, and its subcontractors providing Services under this Contract are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E];
  - 2) The Bidder, its principals, and each of its subcontractors providing Services under this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government; and
  - 3) The Bidder, its principals, and each of its subcontractors providing Services under this Contract have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.
- "Principals" for the purpose of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and if a joint venture is involved, each joint venture member and the principals of each such member.
- In performing any obligations of this Contract, Bidder shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as amended.
- M. Continued Disclosure Requirement: If at any time during the Term of the Contract or during any Renewal Terms, Bidder becomes aware of any change in the circumstances that makes the representations and warranties stated in this Contract no longer true, Bidder must

## **II. GENERAL TERMS AND CONDITIONS**

immediately disclose such change to the Board in accordance with the Notice provisions of this Contract.

- N. Survival: All warranties in this Section shall survive inspection, acceptance, payment, expiration or termination of this Contract. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the laws and this Contract.

13. **Background Check**. Bidder shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of this Contract (individually and collectively “**Staff**”) (“**Background Check**”). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered “contact”. Bidder shall not allow any Staff to have contact with students until Bidder has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:

- A. Do Not Hire List. The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to this Contract by checking the Board’s “Do Not Hire” (“DNH”) records (“DNH Check”). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
- B. Criminal History Records Check. Bidder shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to this Contract through the process established by the Board, including using the Board’s contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (collectively “**Criminal History Records Check**”). A complete Criminal History Records Check includes the following:
- 1) Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
  - 2) A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
  - 3) A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder.

- C. Department of Children and Family Services Check. At Bidder’s cost and expense, the Board shall have the right to check Staff who may have contact with a CPS student pursuant to this Contract for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services (“**DCFS**”) State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff (“**DCFS Check**”). Bidder shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact with any CPS student hereunder.

## **II. GENERAL TERMS AND CONDITIONS**

- D. Background Check Representations and Warranties: With respect to each Background Check, Bidder further represents and warrants that Bidder shall:
- 1) Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
  - 2) Obtain from each of its prospective and current Staff and provide to the Board a Signed; copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board;
  - 3) Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check before any contact with a CPS student may occur;
  - 4) When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended;
  - 5) Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process; and
  - 6) Immediately remove from any contact with any CPS student pursuant to this Contract and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.
- E. Allocation of Costs and Liquidated Damages. Bidder is obligated to cause the Background Check to be performed for all Staff who may have contact with any CPS student pursuant to this Contract, and Bidder shall be responsible for the costs of such Background Check. Whether or not Bidder allocates the costs to its subcontractors shall not affect Bidder's obligations in this Section.

If Bidder fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Contract, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Contract, and any other agreement Bidder may have or enter into with the Board until Bidder remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Contract without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Contract or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Bidder's non-compliance with this Section shall constitute a material breach of this Contract.

14. **Independent Contractor:** It is understood and agreed that the relationship of Bidder to the Board is and shall continue to be that of an independent contractor and neither Bidder nor any of Bidder's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. Bidder is the common law employer of the individuals who perform Services to the Board pursuant to this Contract. 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

## **II. GENERAL TERMS AND CONDITIONS**

unemployment insurance for Bidder, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Bidder shall be the sole responsibility of Bidder. To the extent that Bidder is subject to taxes under Section 4980H of the Internal Revenue Code, Bidder shall be solely responsible for paying such taxes. Bidder agrees that neither Bidder nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Bidder 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.

15. **Indemnification:** Bidder agrees to defend, indemnify and hold harmless the Board, its 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 kind, nature and character (collectively "**Claims**") arising or alleged to arise out of the acts or omissions of the Bidder, its officers, agents, employees and subcontractors in the performance of this Contract. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate or otherwise violate any confidentiality, proprietary or intellectual property rights of a third party.

Furthermore, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Bidder's employees under this Contract, Bidder shall indemnify the Board for any such liability. And, in the event of unauthorized access, use or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Bidder, its employees, agents, and subcontractors, in addition to the obligations provided in this Section, Bidder shall cover any costs or fees associated with: (i) providing notices of a data breach to effected persons and to regulatory bodies; and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring and credit restoration services as may be requested by the Board.

Bidder 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 Bidder 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 Bidder 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 Bidder, 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 Bidder) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Bidder, subject to the right of Bidder 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 Bidder and Bidder 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 Bidder was conducting the defense.

To the extent permissible by law, Bidder waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Bidder that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

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



## **II. GENERAL TERMS AND CONDITIONS**

16. **Non-Liability of Board Officials:** Bidder agrees that no Board member, employee, agent, officer and/or official shall be personally charged and/or held personally liable by Bidder, its members if a joint venture, and/or any subcontractors with any liability or expense under this Contract.
17. **Insurance:** Bidder, at its own expense, shall procure and maintain insurance covering all operations under this Contract, whether performed by Bidder or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Bidder shall submit to the Board satisfactory evidence of insurance coverage **prior** to commencement of Services under this Contract. Minimum insurance requirements include the coverage set forth below:
- A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under the Contract with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
  - B. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall be including 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. General liability insurance may not exclude coverage for sexual abuse and/or molestation.
  - C. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Contract, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
  - D. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for general liability and auto insurance subject to that of the primary coverage stated above. Subcontractors performing work for the Bidder are not required to provide this coverage.
  - E. **Professional Liability/Errors and Omissions:** When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million Dollars (\$1,000,000.00) each claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work under this Contract. If coverage is on a "claims made" basis, a two (2) year extended reporting provision must be included.
  - F. **Sexual Abuse & Molestation:** Sexual Abuse & Molestation Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, or as otherwise determined by the Board's Risk Management Department. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Contract and have an extended reporting period of not less than two (2) years following completion of the Contract. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Contract and any earlier commencement of services. Notwithstanding the provisions of this Subparagraph 1.e. hereinabove, if the Commercial General Liability coverage and the

## **II. GENERAL TERMS AND CONDITIONS**

Umbrella coverage both include coverage for Sexual Abuse and Molestation (and do not exclude or limit such coverage), then the requirements of this Subparagraph 1.e. may not apply, as determined by the Board's Risk Management Department.

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

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. The Board reserves the right to withhold payment under this Contract pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management  
Board of Education of the City of Chicago  
42 West Madison Ave., 2<sup>nd</sup> Floor  
Chicago, Illinois 60602  
[riskmanagement@cps.edu](mailto:riskmanagement@cps.edu)

Copy to:  
Board of Education of the City of Chicago  
Department of Procurement  
42 West Madison Ave., 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
ATTN: Stephen Gilliam – [sgilliam3@cps.edu](mailto:sgilliam3@cps.edu)

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Bidder's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. Bidder's failure to carry or document required insurance shall constitute a breach of the Bidder's Contract with the Board. In the event Bidder fails to fulfill the insurance requirements of this Contract, the Board reserves the right to stop all work until proper evidence of insurance is provided, or this Contract may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Bidder. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Bidder and subcontractors under this Contract. All Bidder and subcontractor insurance are considered by the parties to this Contract to be primary and collectible above all other coverage, including but not limited to, the Board's insurance and self-insurance.

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

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

## **II. GENERAL TERMS AND CONDITIONS**

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

Winning Bidder(s) must register with the insurance certificate monitoring company designated by the Board (see below), and must maintain a current insurance certificate on file during the entire Term of the Contract. Winning Bidder(s) must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may be subject to change.

**Each year, Board-approved, registered vendors will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.**

**Certificate Monitoring Company:**

Topiary Communications Inc.

211 W. Wacker Drive, Suite 220

Chicago, IL 60606

Phone: (312) 494-5709

Email: [dans@topiarycomm.net](mailto:dans@topiarycomm.net)

URL: <http://www.cpsvendorcert.com>

**(designated website for online registration,  
insurance certificate submissions and annual fee payments)**

18. **Non-Discrimination:** It shall be an unlawful employment practice for Bidder or any of its subcontractors 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, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Bidder shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and the Chicago Human Rights Ordinance, Ch. 2-160 of the Municipal Code of Chicago, all as amended, and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Bidder's employees or the Bidder's subcontractors' employees.
19. **Assignment:** This Contract shall be binding on the parties and their respective successors and assigns; provided, however, Bidder may not assign this Contract or any obligations imposed hereunder without the prior written consent of the Board.
20. **Entirety of Contract and Amendments:** This Contract, including all attachments and addenda, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Contract shall be effective unless such modification or

## **II. GENERAL TERMS AND CONDITIONS**

amendment is in writing and signed by the authorized representatives of both parties. Any prior agreements or representations, either written or oral, relating to the subject matter of this Contract is of no force or effect. The Board shall not be bound by any terms and conditions in any packaging, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, abridge, or abrogate the terms and conditions contained in this bid solicitation or Contract, or the Board's contractual rights as provided under state or federal law. In the event of a conflict between the terms of this Contract and any other document, the terms of this Contract shall supersede and prevail.

21. **Continuing Obligation To Perform:** In the event of any dispute between Bidder and the Board, Bidder shall expeditiously and diligently proceed with the performance of all of its obligations under this Contract with a reservation of all rights and remedies it may have under or pursuant to this Contract at law or in equity.
22. **Survival/Severability:** All express representations or indemnifications made or given in this Contract shall survive the expiration or termination of this Contract for any reason. If any provision or part of this Contract is held to be unenforceable, this Contract shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this 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.
23. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. Bidder 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 this Contract. Bidder agrees that service of process on the Bidder may be made, at the option of the Board, by either registered or certified mail to the address specified on Section VIII: Bid Execution Page, by registered or certified mail addressed to the office actually maintained by the Bidder, or by personal delivery on any officer, director, or managing or general agent of the Bidder. If any action is brought by the Bidder against the Board concerning this Contract, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
24. **Freedom of Information Act:** Bidder acknowledges that this Contract and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Contract is subject to reporting requirements under 105 ILCS 5/10-20.44. Bidder further acknowledges that this Contract shall be posted on the Board's Internet website.
25. **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.
26. **Conflict of Interest:** This Contract is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one (1) year period following expiration or other termination of their terms of office.
27. **Indebtedness:** Bidder agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
28. **Inspector General:** Each party to this Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to

## **II. GENERAL TERMS AND CONDITIONS**

conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

29. **Right of Entry:** Bidder and any of its employees, agents, or subcontractors performing Services shall be permitted to enter upon a school site or other Board property in connection with the performance of Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. Bidder shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a school site or other Board property given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Bidder shall use, and shall cause each of its employees, agents, and subcontractors to use, the highest degree of care when entering upon any property owned by the Board in connection with the performance of Services. In the case of any property owned by the Board or leased from the Board, Bidder shall comply and shall cause each of its employees, agents, and subcontractors, to comply with any and all instructions and requirements of Board or authorized Board representative for the use of such property. Any and all claims, suits or judgments, costs, or expenses, including but not limited to, reasonable attorney's fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this bid including without limitation the indemnification provisions contained in this Contract.
  
30. **Joint and Several Liability:** In the event that Bidder, or its successors or assigns, if any, is comprised of more than one legal entity then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Bidder shall be the joint and several obligation or undertaking of each such legal entity.
  
31. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The compensation set in the Bid Tabulation Page is inclusive of all other taxes that may be levied or based on this Contract, including but not limited to sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Contract, but excluding taxes levied or imposed on the income or business privileges of the Bidder. The Bidder shall be responsible for any taxes levied or imposed upon the income or business privileges of the Bidder.
  
32. **MBE/WBE Program:** Bidder acknowledges that it is familiar with the requirements of the Board's "*Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts*" ("**Remedial Plan**"), which is available on the Board's website at <http://www.csc.cps.k12.il.us/purchasing/mwbe.html> and is incorporated as if fully set forth herein. Bidder agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Bidder agrees to submit such documentation in connection with the program as may be requested by the Board.

Bidder and its subcontractors shall provide all required compliance data with respect to the Remedial Plan via the Board's electronic system available at <http://cps.diversitycompliance.com>. Bidder and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. Bidder shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

33. **Minimum Wage:** Bidder must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: [https://chicityclerk.s3.amazonaws.com/s3fs-public/document\\_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf](https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf); the Board's

## **II. GENERAL TERMS AND CONDITIONS**

Resolution may be downloaded from the Chicago Public School's website at: [http://www.cpsboe.org/content/actions/2014\\_12/14-1217-RS2.pdf](http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf). In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Bidder must: (i) pay its employees no less than the minimum wage in accordance with the Resolution and Order ("Minimum Wage") for work performed under the Contract; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Contract.

The Minimum Wage must be paid to: (i) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite; and (ii) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Bidder's operations, does not directly relate to the services provided to the Board under the Contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c) (3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of the Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a) (2) (A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Bidder must pay the prevailing wage.

- 34. Notices:** All notices required under this Contract shall be in writing and sent to: (i) the Bidder at the address and to the person set forth on the Bid Execution Page or to such other addresses or person as may be designated by Bidder in writing; and (ii) to the Board at the addresses set forth below. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All notices shall be deemed to have been given when received, if hand delivered; upon confirmation of delivery, if sent by recognized overnight courier; and after three (3) business days if mailed. Refusal to accept delivery has the same effect as receipt.

**IF TO THE BOARD:**

Chief Procurement Officer  
Board of Education of the City of Chicago  
Department of Procurement  
42 W. Madison Ave., 9<sup>th</sup> Floor  
Chicago, Illinois 60602

Copy to:

General Counsel  
Board of Education of the City of Chicago - Law Department

## **II. GENERAL TERMS AND CONDITIONS**

One North Dearborn Street, Suite 900  
Chicago, Illinois 60602

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### **III. SPECIFIC TERMS AND CONDITIONS**

1. **Authority:** Bidder understands and agrees that Bidder 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).
2. **Review of Acceptance:** Bidder shall not commence the Services and the Board shall not be liable for any costs incurred by Bidder, without a Contract executed by the Board.
3. **Account Management:** Bidder must provide a single point-of-contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. The awarded Bidder shall also be required to have periodic meetings with the Department of Procurement personnel for regular contract review meetings as well as an annual business review at a time determined by the Department of Procurement. Bidder must also provide management reporting related to the Board's spending with the Bidder including, but not limited to, summary reports on spending trends and on expenditures of Products from the Bidder by category on a quarterly basis.
4. **Principals and Authorized Personnel Right to Direct:** The principals and authorized personnel of the Board ("Users") shall have the authority, to the maximum extent possible, to direct Bidder and its subcontractors when performing Services on Board property.
5. **Warranties of Services:** Bidder hereby represents and warrants that its Services will be performed in a manner consistent with the standards of the applicable industry or profession. Bidder warrants that its Services will be performed in a manner that does not damage the property of the Board. Bidder also warrants that the deliverables submitted to the Board for acceptance will conform to the Scope of Services and will be free of errors or defects in design, material and workmanship. Bidder shall be required to re-perform, at no additional cost to the Board, any Services that are deemed inadequate or otherwise unacceptable. Bidder's warranty for any Services performed shall be for a minimum of sixty (60) days from the date of CPS's acceptance.
6. **Program Monitoring and Evaluation:** In order for the Board to monitor and evaluate Bidder's performance throughout the Term of the Contract, all awarded Bidders must work closely with the Board to create project-specific measurements and reports. Bidder shall provide reports in intervals and in formats determined by the Department of Procurement, which shall include, but not be limited to, the Services being provided under the Contract. This report must include: the date of Services, Purchase Order ("P.O.") number, total P.O. amount, school/department name and an itemized list of Services purchased. Bidder will submit reports to the Department of Operations - Asset Management and the Department of Procurement.
7. **Participation by Other Local Government Agencies:** Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this 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 of Education's Chief Procurement Officer, and if such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Bidder to provide the Services to the Board or Board's user departments pursuant to such purchases. Local Government Agencies shall include without limitation: 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. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. The Board assumes no authority, liability or obligation on behalf of any Local Government Agency.
8. **Charter School Participation:** Charter schools which receive funding from the Board shall be eligible to purchase Services pursuant to the terms and conditions of this Contract and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing



### **III. SPECIFIC TERMS AND CONDITIONS**

their own purchase order(s) to Bidder. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.

9. **Additional Copies of Invoices:** In addition to the requirements in Section II, Section 4, Bidder shall submit a duplicate copy of invoices electronically via email to the Department of Operations – Asset Management at [fombilling@cps.edu](mailto:fombilling@cps.edu) to apply against the Contract.
10. **Prevailing Wages:** If in performance of the Contract, there is any underpayment of wages or salaries by Bidder, the Board may withhold from the Bidder, out of payments due it, an amount sufficient to pay employees underpaid the difference between salaries required to be paid and salaries actually paid for the total number of hours worked. The amounts withheld from the Bidder shall be disbursed by the Board to the respective employees to whom they are due. In the event the Board is required to withhold and disburse said amounts of underpaid salaries to employees of Bidder, the Board shall also withhold a sum equal to the Board's cost to administer the payment of said balances of salaries due.
11. **Recycling Waste and Energy Conservation:** The Bidder shall give preference to the use of recycled products in the performance of any Services in accordance with applicable Environmental Protection Agency guidelines as promulgated in 40 CFR Parts 247-254. Bidder shall, to the extent feasible, mulch and compost all landscaping waste and shall comply with any applicable requirements of City ordinances. In addition, Bidder shall comply with any applicable mandatory standards and policies relating to energy efficiency under the State of Illinois Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq. In particular, Bidder shall give preference to energy efficient and low-emission equipment, vehicles and fuel.
12. **Multi-Project Labor Agreement:** The Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA is available on the Board's website at: [http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject\\_Labor\\_Agreement.pdf](http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject_Labor_Agreement.pdf) and [http://cps.edu/SiteCollectionDocuments/Multi\\_ProjectLaborSupplementalAgreement2015\\_2025.pdf](http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf). If applicable, Bidder acknowledges familiarity with the requirements of the MPLA, its applicability to certain Services performed by Bidder, and shall comply in all respects.

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## **IV. SCOPE OF SERVICES**

The Board is soliciting bids for Backflow Prevention System Annual Testing Services (“**Services**”) at all Board facilities identified by the Board in its Purchase Orders (“**Sites**”). The Board has one or more Systems as defined below in all Sites across the district. There are approximately one thousand five hundred (1500) Systems at our Sites. This number is being provided only an estimate. The Board will award by Bid Groups or the district as a whole. All Services must be in conformance with the Scope of Services set forth below, as applicable.

### **1. SCOPE DETAILS**

- A. **Scope:** The Bidder(s) will be responsible for the annual testing of the complete backflow prevention system with four assemblies:

- 1) Reduced pressure principle backflow preventer assemblies;
- 2) Double check-valve assemblies;
- 3) Double-detector check-valve assemblies,
- 4) Pressure vacuum breaker assemblies

(collectively “**Systems**”) across all the Board’s facilities, district-wide.

Bidder(s) must have appropriate City of Chicago licenses. Bidders must be licensed Cross Connect Control Device Inspectors (“**CCCDI**”). The Bidder must follow all applicable requirements of the City of Chicago Municipal Code, specifically 18-29-312.9 (Cross Connect Control Device Inspections). Obtaining permits are the responsibility of the Bidder(s) and are required at every Site. In all cases, the Bidder(s) must follow all applicable city and state code requirements.

- B. **Qualifications:** Bidder must be a plumbing company that is licensed and bonded with the city of Chicago and provide employee(s) who are fully licensed CCCDI. The plumbing company must also be recognized as such on the City of Chicago Water Department (“**CCWD**”) website for CCCDI inspections (“**Website**”). The Website is [chicagocccdi.org](http://chicagocccdi.org).
- C. **Service Employees:** All Bidder employees must have CPS security identification badging. Bidder is responsible for coordination of badging with CPS. The Bidder's employees shall wear CPS security identification badges at all times when performing inspections at Sites and conduct themselves in a professional manner. Employees without proper identification will not be permitted at Sites to perform work. All Bidder employees must sign-in and sign-out daily at the Site using a form provided and approved by the Board. Signing-in and signing-out for another Bidder employee is strictly prohibited. Bidder shall enforce strict discipline among Bidder’s employees and always maintain a professional attitude and good working habits while working on the Board’s property. Bidder’s Services shall not interfere with or disrupt the Board’s operations.
- D. **Unsatisfactory Work:** Bidder’s Service employees whose work is unsatisfactory or who are considered by the Board to be careless, incompetent, unskilled or otherwise objectionable shall be dismissed from the project under this Contract by the Bidder upon the Board’s request in accordance with Section II, Paragraph 6. Dismissed personnel shall not be allowed to work on the Board’s property under this Contract. And the costs incurred to replace or re-perform the unsatisfactory work are the full responsibility of the Bidder.

#### **IV. SCOPE OF SERVICES**

- E. **Damage to Board Property:** Bidder awarded the Contract shall be held responsible for any damage to either the Systems or Board property, and for any injury inflicted to employees due to actions or negligence caused by the Bidder and Bidder's employees.
- F. **Documentation Requirements:** The Bidder shall provide a written report of any items needing repair, detailing the specific scope of work required to make the System compliant. The written report shall be provided to the Board upon the Board's request. This includes providing summation/consolidation of data reports for analysis and review by the Board. The Bidder(s) shall provide inspecting data, analysis and system readiness with signature from building engineer to the Board. The list of Systems in Attachment E is not complete. The Bidder(s) shall provide an accurate list of all Systems as they are inspected throughout the year. The Bidder(s) shall periodically update the attached list and provide it to the Board.
- G. **Reporting:** The CCCDI shall update the City of Chicago Water Department website (ChicagoCCCDI.org) within five (5) business days of each inspection. Each System will be logged/reported separately and certified that it either complies or does not comply with all applicable codes.

If information is incorrect for any of the Board's Systems, the CCCDI shall correct the information on the Website when completing the report(s).

If, following an inspection of any Systems under this Contract, the CCCDI determines that a repair or upgrade is required to bring the System into compliance; the Board shall be notified as follows:

- **Reporting – Minor Repairs and/or Upgrades:** If only minor repairs and/or upgrades (not requiring a permit) are required to bring the System into compliance; upon completion of the repairs or upgrades by the Board's maintenance contractor or Building Engineer, the CCCDI shall re-inspect the System to confirm all repairs and/or upgrades were completed and are compliant with all applicable codes. Accordingly, the CCCDI shall report the compliance on the Website.
  - **Reporting – Major Repairs and/or Upgrades:** If major repairs and/or upgrades (requiring a permit) are required to bring the System into compliance, then the CCCDI shall indicate the System is non-compliant on the Website and notify the Board's Department of Facilities of the non-compliance issue and permit repairs required. Because a permit is required for this type of repair and/or upgrade, the CCWD will inspect the work upon completion, and no further inspection will be required of the Bidder's CCCDI until the next regularly scheduled inspection for the System.
  - **Reporting – Timeline:** Compliance reports shall be completed for each System on the Website, by the designated due date provided by the Board. After the inspection due date has passed for each System, incomplete compliance reports are considered delinquent and in violation by the CCWD. The Bidder is responsible for paying any fine related to such delay or delinquency that is the fault of the Bidder.
- H. **Schedule of Requirements:** The Bidder is expected to provide the Board with a schedule for Board approval, at least one (1) week prior to the actual inspections. The Board reserves the right to modify the schedule based on operational needs.

#### **IV. SCOPE OF SERVICES**

The Bidder is expected to schedule inspections between 6:00am and 2:30pm, Monday through Friday excluding designated [Board holidays](#).

- I. **System Audits:** A percentage of Systems inspected under this Contract may be randomly selected for audit by the Board. Any violation(s) found during the audit inspection will be subject to enforcement.

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## **V. SUBMITTAL REQUIREMENTS**

### **FAILURE TO SUBMIT ANY OF THE SUBMITTAL REQUIREMENTS WILL DEEM THE BIDDER AS NON-RESPONSIVE AND THE BID WILL NOT BE FURTHER CONSIDERED.**

1. **Format of Bid Response:** All bids shall contain sufficient detail to enable the Board to evaluate it according to the criteria outlined in Section VI: Evaluation Criteria and Basis of Award. All the bid submissions should be uploaded to the link below. The Board may, but is not required to, request additional information or oral presentations from Bidders. Therefore, the bid submitted should represent the best terms by which the Bidder would be able to provide the Services.

**Upload your submission at:**

<https://cps.bonfirehub.com/opportunities/private/9e990db83c11efd13dbbe4425da92a1e>

2. **Contents of Response:**
  - A. **Bid Tabulation Page:** The Excel file containing the completed Bid Tabulation Pages must be submitted. The Bid Tabulation Spreadsheet must be completed by Bidder in compliance with Section VII.
  - B. **Bid Execution Page:** The Bid Execution Page must be appropriately completed and original signed versions must be submitted.
  - C. **Contractor Disclosure Form (Attachment A):** The Contractor's Disclosure Form must be filled out in its entirety, signed and notarized and submitted with bid response.
  - D. **W-9 Tax Form (Attachment B):** W-9 Form Request for Taxpayer Identification Number and Certification Affidavit must be properly completed.
  - E. **MBE/WBE Compliance Plan (Attachment C):** All sections of the *Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts* 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 Bid. Please note that all MBE/WBE documents in reference to your business that require a notarized signature must also be included in the submittal package. For the term of this Contract, Bidder shall adhere to the minimum goals set at 30% for MBE and 7% for WBE participation and shall adhere to all other applicable MBE/WBE requirements as set forth in the Remedial Program, as may be amended from time to time.
  - F. **References:** A minimum of three (3) references from entities for which the Bidder is currently providing, or has in the past provided Services of similar scope and magnitude. Bidder shall provide the name and telephone number of all contact persons, along with testimonials of individuals at each of the references must be provided. The Board reserves the right to contact these references.
  - G. **Financial Statements:** Electronic copies of audited financial statements or tax returns signed by the preparer (only if audited financial statements are not available) for the three (3) previous fiscal years must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Bidder(s). The financial statements shall only be included with the electronic submission.
  - H. **Insurance Requirements:** Evidence of current insurance coverage must be submitted. If awarded this Contract, and Bidder's current coverage does not meet the requirements stated

## **V. SUBMITTAL REQUIREMENTS**

in this Bid, the Bidder shall acquire the required insurance coverage, prior to supplying any Products or performing the Services.

- I. **Licenses:** Submit copies of your entities' applicable City of Chicago, State of Illinois licenses, and all other licenses relevant to the performance of this Contract.
  - J. **Longevity of Business Organization:** List, and briefly describe how long your organization has been in business including any documentation that will support this information.
  - K. **Joint Ventures:** A copy of the executed joint venture agreement, if applicable, must be submitted. Indicate **N/A** if Bidder will not be part of a joint venture agreement.
  - L. **Legal Actions:** List, and briefly describe, any and all legal actions for the past three (3) years in which the Bidder has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance, or a defendant in a criminal action. Indicate **N/A** if Bidder does not have any legal actions as described above.
  - M. **Work History with Board:** List, and briefly describe, any past work history with the Board, including the specific project worked on or the specific products delivered to the Board.
  - N. **Work History Outside CPS:** List, and briefly describe, any past work history outside of CPS with similar size and/or scope.
  - O. **Management Plan:** The Bidder must detail the methodology and approach for managing and providing the Services (both implementation and ongoing services described in this bid). Methodology should include Bidder's approach to project management, scheduling, budget management and quality management.
3. **Responsibility for Costs or Expenses:** Bidder shall bear all costs incurred in the preparation and submission of its bid. Bidder shall not seek any reimbursement from the Board for any costs or expenses. Issuance of this solicitation does not commit the Board to pay any costs or expenses that may be incurred by Bidder during the bidding process.

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## **VI. EVALUATION CRITERIA AND BASIS OF AWARD**

### **1. SELECTION PROCESS**

- a) **Evaluation Committee:** An Evaluation Committee, which will include representatives from the Department of Facilities, the Department of Procurement, and may include representatives from other Board Departments, will review and evaluate the bids, in accordance with the evaluation criteria set forth below. The Evaluation Committee will submit its recommendation to the Chief Procurement Officer for review and concurrence, and request that the Chief Procurement Officer recommend to the Board that those Bidder(s) meeting the Board's criteria be awarded this Contract.
- b) **Competency of Bidder:** No award will be made to any person, firm or corporation that is in arrears or is in default with the Board, the City of Chicago, the State of Illinois and/or the County of Cook upon any debt or contract, or that is a defaulter upon any obligation to the Board, or has failed to perform faithfully on any previous contract with the Board.
- c) **Consideration of Bids:** The Chief Procurement Officer shall represent the Board in all matters pertaining to this bid. The Chief Procurement Officer reserves the right to reject any bid and to disregard any informality in the Bids when, in his opinion, the best interest of the Board will be served by such action.

### **2. EVALUATION CRITERIA**

Bidder shall be evaluated on the following criteria:

- a) Lowest responsive, responsible Bidder for each Bid Group;
- b) Longevity of business organization;
- c) Experience with other contracts of a similar type;
- d) The financial stability of the Bidder;
- e) The past performance of the Bidder on other contracts with the Board and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Board, other government agencies, or any other available sources, relevant information concerning the Bidder's record of past performance;
- f) The quality of the responses received from the three (3) references;
- g) Capacity of the Bidder to perform the Services on a timely basis;
- h) Submission of all submittal requirements;
- i) Demonstration of MBE/WBE compliance that shows how all applicable goals will be fulfilled. Proposed MBE's and WBE's must be identified through the submission of Forms 100, 101, 102 (if applicable), 103A and 103B (if applicable), 104 and 106 (if applicable). See Attachment C. The evaluation of the MBE/WBE plan will be based on the quality of the proposed MBE/WBE participation as demonstrated by the level, relevance and quality of participation by Minority/Women Business Enterprises. It should be noted failure to submit a complete and comprehensive MBE/WBE Program demonstrating compliance may cause Bidder to be deemed non-responsive and may be disqualified;
- j) Legal actions which may affect qualifications of Bidder or performance under this Contract;
- k) Compliance with the Insurance Requirements cited herein;

## **VI. EVALUATION CRITERIA AND BASIS OF AWARD**

- l) 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 perform the Services; and
- m) Quality of Management Plan.

### **3. BASIS OF AWARD**

This Contract will be awarded to the lowest, responsive, responsible Bidder who meets the Board's Evaluation Criteria set forth herein. The Board reserves the right to award a Contract to one or more than one Bidder or to reject any or all bids, when, in the Board's opinion the best interest of the Board will be served.

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## **VII. BID TABULATION PAGE**

**NOTE: ALL PRICING MUST BE SUBMITTED ON THE BID TABULATION PAGE WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS BID, INCLUDING THE TABULATION PAGE, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE.**

The Bid Tabulation Page is required to be completed only in the Microsoft Excel Spreadsheet provided by the Board. The spreadsheet must be downloaded from the Department of Procurement website. The Bid Tabulation spreadsheet completed by Bidder must be inserted as Section VII of this Contract. No ink or pencil submissions will be accepted.

The Board reserves the right to award a Contract to one or more than one Bidder or to reject any or all bids, when, in the Board's opinion the best interest of the Board will be served.

### **Instructions for Completing the Bid Tabulation Spreadsheet:**

Bidder is responsible for electronically entering information into the open cells in the Bid Tabulation Page in the Excel spreadsheet. Bidder **must complete all open cells in the following field** on the Excel spreadsheet. Bidder shall not make **any alterations to the locked cells of the Excel Spreadsheet.**

- **Select Groups to Bid (YES or NO):** Choose one or more biddable groups to bid from Bid Group 1, 2 or 3.
- **Cost Per Unit**
- **Pricing – Annual Inspection:** Pricing is all inclusive, it shall include all costs of inspection, inspection time, report, permit, all labor, equipment, materials, permit fee, overhead and project in order to complete annual Services. Services are priced annually based on the price per System listed by Bidder in the Bid Tabulation Page. In the event a piece of equipment is taken out of service either temporarily or permanently, the cost of that piece will be deducted from the annual cost.
- **Pricing – Re-inspection Services:** In the event that a System does not pass the initial inspection, the Bidder will perform a re-inspection(s) after the Board has the issue(s) addressed and resolved. The re-inspection will be compensated per System. Travel time to or from the Board site will not be compensated. The Bidder shall not charge the Board for the permit as this cost is already included in the annual inspection cost. This amount will not be included in the basis of award.

### **Explanation of Bid Tabulation Data:**

- **Biddable Groups:** The Bid Groups for the Sites across the District that are eligible for bid.
- **Type of Assemblies:** The descriptor for each component type of System that the Board currently has in its buildings.
- **Cost per Unit:** The Cost per Unit lists the unit cost for each System component.
- **System Price:** The sum of the Cost per Unit for all System components.
- **Estimated Number of Systems per Bid Group:** The estimated number of Systems per Bid Group.
- **Estimated Total Price per Bid Group:** Estimated Number of Systems per Bid Group X System Price.
- **Estimated Number of System Bid:** Sum of all Estimated Number of Systems per Bid Group for all Bid Groups included in the bid.
- **Total Cost Estimate per Bid:** Sum of Estimated Total Cost per Bid Group.

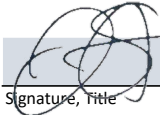
Bidders must ensure that all costs are included even though the Bid Tabulation Page may not specifically list them. Any costs not included in the Bid Tabulation Page shall not be paid.

### **Signature and Contact Information**

The Bid Tabulation Page must include the Bidder's name and vendor number from CPS as well as a printed name, signature, title, telephone number and name of an authorized representative of the Bidder

BID for Backflow Device Annual Inspection					
Biddable Groups	Select Groups to Bid (YES or NO)	Estimated Number of Systems per Bid Group	Estimated Total Cost per Bid Group	Estimated Number of Systems Bid	Total Cost Estimate per Bid
Group 1	YES	500	\$ 85,500.00	1500	\$ 256,500.00
Group 2	YES	500	\$ 85,500.00		
Group 3	YES	500	\$ 85,500.00		

Type of Assemblies	Cost Per Unit
Reduced pressure principle backflow preventer assemblies	52
Doube check-valve assemblies	52
Double-detector check-valve assemblies	52
Pressure vaccuum breaker assemblies	15
System Price	
171	



Signature, title

JOS Services Inc

Name of Company

224.544.5953

Telephone Number

**VIII. BID EXECUTION PAGE**

The undersigned, hereby acknowledges having received Specification No. 20-350032 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) Bid Tabulation Page, 8) Bid Execution Page, 9) Attachments A, B, C, and D ; and 10) Addenda Nos. 1 & 2 (none unless indicated here). The Bidder is responsible for reading and understanding all sections of this bid, and affirms that the Bidder shall be bound by all of the terms and conditions contained in this bid.

The undersigned understands, by signing this document, that all documents submitted to the Board of Education of the City of Chicago ("**Board**") are a matter of public record and are subject to the Illinois Freedom of Information Act, 5 ILCS 140/1-11 ("**FOIA**"). Bidder acknowledges that if the Board receives a FOIA request for your Bid the Board must release those documents to the requester. However, the Board will consider redacting any portion to your bid which is attached under separate cover and designated "Trade secrets and commercial or financial information where the trade secrets or information are proprietary or where disclosure may cause competitive harm". (5 ILCS 140/7(1) (g)). Any portion of this bid designated as trade secrets or proprietary information which does not fall directly within this FOIA exemption will be subject to release by the Board pursuant to FOIA. The Board will not honor Bidder's request to mark the entire bid or substantial parts of the bid as confidential. In such cases, the entire bid will be subject to disclosure under FOIA.

If Bidder is awarded this Contract, Bidder acknowledges that the bid Contract will be posted online on the CPS website. If Bidder designates any portion of the bid proposal as exempt under FOIA, Bidder shall be responsible for submitting a redacted copy of the bid proposal and the redacted version shall be posted online.

Bidder agrees to indemnify, defend and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the bid, proposal or Addenda designated as trade secrets or proprietary information.

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

BIDDER'S NAME: JOS Services, INC.

By: (Signature)  
(Signature)

NAME: James Seibert

TITLE: President  
(Printed)

ATTEST BY: (Signature)  
(Signature)

NAME: Thomas Seibert

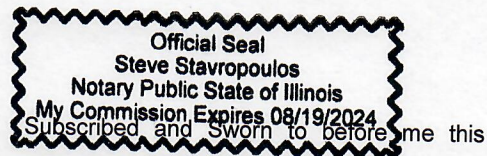
TITLE: Service Manager

Corporate Seal (requested, not required)

ADDRESS: 905 Safford Ave

CITY: Lake Bluff, IL 60044

TELEPHONE: 224.544.5953



day of Apr 15<sup>th</sup>, 2021.

(Signature)  
Notary Public Signature  
Seal of Notary



**VIII. BID EXECUTION PAGE**

**AWARD OF CONTRACT**

**Date of Award:** As of July 28, 2021 **Term of Contract:** October 1, 2021 through September 30, 2023

By execution below, the Board accepts the offer of **JOS SERVICES, INC. FOR BACKFLOW ANNUAL DEVICE TESTING SERVICES as set forth in Specification Number 20-350032** in an amount not to exceed **\$513,000** for the two-year Term.

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

Board Report No.: 21-0728-PR21

By: Miguel Del Valle  
Miguel Del Valle, President

Attest: Estela Beltran  
Estela C. Beltran, Secretary

By: José M. Torres  
José M. Torres, PhD, Interim Chief Executive Officer

Approved as to legal form: Joseph T. Moriarty  
Joseph T. Moriarty, General Counsel

**ADDENDUM NO. 1**  
**November 09, 2020**

**Specification No.: 20-350032**

**BID SOLICITATION  
FOR  
BACKFLOW PREVENTION SYSTEM ANNUAL TESTING SERVICES  
FOR THE  
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**Required for use by the Department of Facilities**

The following changes to the above-referenced Bid Solicitation for Backflow Prevention System Annual Testing Services (Specification No. 20-350032) (“RFP”) are hereby incorporated into and made a part of the subject Bid document:

1. **COVER PAGE.** The Cover Page must be amended to Remove the following and **REPLACE** as follows:

**REMOVE:**

**BIDS MUST BE RECEIVED NO LATER THAN NOVEMBER 16, 2020 AT 2 P.M.  
CENTRAL TIME THROUGH THE FOLLOWING LINK:**

**<https://cps.bonfirehub.com/opportunities/private/9e990db83c11efd13dbbe4425da92a1e>**

**REPLACE WITH:**

**BIDS MUST BE RECEIVED NO LATER THAN NOVEMBER 23, 2020 AT 2 P.M.  
CENTRAL TIME THROUGH THE FOLLOWING LINK:**

**<https://cps.bonfirehub.com/opportunities/private/9e990db83c11efd13dbbe4425da92a1e>**

2. **COVER PAGE.** The Cover Page must be amended to **ADD** the following information:

**A bid reading will be held on November 23, 2020 at 2 P.M. Central Time at the following link:**

**Meeting ID**  
**[meet.google.com/wkt-uvie-ntt](https://meet.google.com/wkt-uvie-ntt)**  
**Phone Numbers**  
**(US)[+1 262-427-6165](tel:+12624276165)**  
**PIN: 801 728 398#**

**END OF ADDENDUM NO. 1**

**JONATHAN MAPLES  
CHIEF PROCUREMENT OFFICER**

**ADDENDUM NO. 2**  
**November 19, 2020**

**Specification No.: 20-350032**

**BID SOLICITATION  
FOR  
BACKFLOW PREVENTION SYSTEM ANNUAL TESTING SERVICES  
FOR THE  
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**Required for use by the Department of Facilities**

The following changes to the above-referenced Bid Solicitation for Backflow Prevention System Annual Testing Services (Specification No. 20-350032) ("**RFP**") are hereby incorporated into and made a part of the subject Bid document:

1. **Page 25 Specific Terms and Conditions.** The Page 25 of the Specific Terms and Conditions must be amended to Add the following:

**ADD:**

13. **Work Order Response Time:** Unless otherwise specified in the Scope of Services, the Bidder shall comply with the following dispatch and resolution schedule for work order repairs:
  1. Vital Emergency Repair
    - a. "**Vital Emergency Repair**" is an emergency repair to remediate an imminent life threatening situation for students, staff or the public at a Board facility.
    - b. Dispatch Time: Within two (2) hours.
    - c. Issue Resolved: Within eight (8) hours.
  2. Urgent Repair
    - a. "**Urgent Repair**" is a repair necessary to remediate a situation that threatens the functionality, security, safety or health of students, staff or public at the Board Facility.
    - b. Dispatch Time: Within eight (8) hours.
    - c. Issue Resolved: Within twenty-four (24) hours.
  3. Routine Repairs
    - a. "**Routine Repair**" is a repair necessary to maintain the school in a secure, safe, functional and aesthetically adequate manner. A Routine Repair does not present an immediate danger to students, staff or public at the Board Facility and can be performed during normal school hours.
    - b. Dispatch Time: Within twenty-four (24) hours.
    - c. Issue Resolved: Within five (5) business days, or as agreed upon by the Board's Facilities Operations Chief or designee.
  4. Scheduled Repairs
    - a. "**Scheduled Repair**" is a repair that needs to be postponed due to the disruptive nature of the repair. A Scheduled Repair may be performed during scheduled school break periods.
    - b. Dispatch Time: As scheduled.
    - c. Issue Resolved: As agreed upon by the Board's Facilities Operations Chief or designee.

**END OF ADDENDUM NO. 2**

**JONATHAN MAPLES  
CHIEF PROCUREMENT OFFICER**