



**CICERO SCHOOL DISTRICT 99**  
**5110 WEST 24TH STREET**  
**CICERO, ILLINOIS 60804**  
**(708) 863-4856**

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**May 17, 2021**

Dear Prospective Digital Multi-Functional Devices and Services "Respondent":

The Board of Education ("Board of Education") of Cicero School District 99 (the "District"), Cicero, Illinois is soliciting Requests for Proposals (RFP) for Digital Multi-Functional Devices and Maintenance on select printers throughout the District to be provided to the various facilities owned and operated by the District.

The enclosed Response for Proposals ("RFP") form(s) **must** be completed and received by the District at the Administration Building, located at 5110 W. 24<sup>th</sup> Street, Cicero, Illinois, on or before **Wednesday, June 9, 2021 at 9:00 am** at which time they will be publicly opened and read. Envelopes should be sealed with "RFP for Digital Multi-Functional Devices and Services" indicated on the face of the sealed envelope. Unsigned or late proposals will not be considered.

There will be a Mandatory Pre-RFP meeting in person on **Tuesday, May 25, 2021 at 12:00 pm** at the District Administration Building, located at 5110 W. 24th Street, Cicero, Illinois. Please see RFP Specifications for details.

It is the intention of the Board of Education to award the RFP at the **June 16, 2021** regular meeting. The District may make such investigations as deemed necessary to determine the ability of the Responding RFP Company, to perform the work, and the respondent shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all RFPs if the evidence submitted by, or investigation of, such Respondent(s) fails to satisfy the District that such Respondent(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. District further reserves the right to waive any minor irregularities or minor defects in the RFPs, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the RFP which is in the best interest of the District. Conditional RFPs will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a RFP. Any request for information shall be made to Rita Tarullo, Assistant Superintendent and Sofia Ceballos, Secretary but the response may not be used as a condition to any RFP being submitted.

Sincerely,

***Rita Tarullo***

Rita Tarullo  
Assistant Superintendent/CFO/CFO/CSBO

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## **CICERO SCHOOL DISTRICT 99**

**5110 WEST 24TH STREET**

**CICERO, ILLINOIS 60804**

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#### **Submittal Checklist**

- ☐ Signed and completed RFP Proposal with Federal Employee Identification or Social Security Number
- ☐ Non-Collusion Affidavit signed and notarized
- ☐ Vendor's Certification for Illinois Drug-Free Work Place Act Signed by Representative and Attester
- ☐ Certification of Compliance with Illinois Human Rights Act (Sexual Harassment)
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Minority and Women Owned Business Concern Representation
- ☐ Certificate Regarding Prevailing Wages and Equal Employment Opportunities
- ☐ Reference Sheet

#### **Additional Forms**

- ☐ Statement of No Interest (only fill out this form if you are not able to bid at this time)
  - ☐ Any necessary Literature or information (if applicable)
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**REQUEST FOR PROPOSALS**

The District is requesting RFPs for Digital Multi-Functional Devices and services for 2020-2021. RFPs must be received at the Business Office at 5110 W. 24th Street, Cicero, Illinois, 60804, before **9:00 am on Wednesday, Jun 9, 2021**. Unsigned or late RFPs will not be considered.

**RFP INSTRUCTIONS**

1. The RFPs must be submitted only on the forms attached. Oral, telephonic, telegraphic, or facsimile transmitted RFPs will not be accepted.
2. The RFPs shall be in a sealed envelope, properly marked with the title: **“RFP for Digital Multi-Functional Devices and Services”**.
3. The District does not assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a RFP has been “received” by the District before the specified deadline. The method of transmittal of the proposal is solely the risk of the Respondent.
4. Errors and Omissions: All RFPs shall be submitted with each space properly completed. No claim for relief because of errors or omissions in the RFP will be considered, and Respondents will be held strictly to the RFPs as submitted. Signatures shall be executed by a principal duly authorized to execute contracts. The Respondent’s name shall be fully stated. Should Respondent find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Assistant Superintendent/CFO/CSBO, at [bids@cicd99.edu](mailto:bids@cicd99.edu), no later **than 4 p.m. on Wednesday, June 2, 2021**, who will issue the necessary clarifications to all prospective bidders by means of addenda, as may be appropriate. Respondents may rely only on information contained in the RFP documents and provided in written addenda during this RFP process, and shall not rely on any oral information or interpretation given by any representatives or agents of District.
5. RFPs may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of the RFPs
6. Respondents must complete, date and sign the affidavits and certifications accompanying this RFP document. Failure to do so may result in rejection of the RFP. Respondents agree to comply with all pertinent statutes of the State of Illinois relative to employment in

connection with public contracts including, but not limited to, the pertinent provisions of the Fair Employment Practices Act of the State of Illinois approved July 21, 1961 as amended; and agree that no unfair employment practice as defined therein, be committed by the Respondents, its subcontractor, suppliers of materials or services to the Respondents or its subcontractors, or any labor organization furnishing skilled or unskilled labor to the Respondents or its subcontractors.

7. Respondents agree to incorporate the General Terms and conditions set forth in this RFP into any subsequent agreement as a result of RFP acceptance by the Board. General Terms and Conditions include, but are not limited to those set forth in this RFP.
8. The District may require, upon request, evidence as to the financial stability of the Respondent. Upon request, the Respondent shall provide the following information to the District within 48 hours:
  - A. The name of any owner or co-owner, equity of each co-owner or corporate offices of the entity submitting the RFP, and the name, address, and business telephone number of each such person(s).
  - B. The last financial statement and balance sheet of the Respondent, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.
9. The District reserves the right to review all RFPs submitted for a period of sixty (60) days after the RFP due date, and by submitting an RFP, the Respondent agrees that the amount specified in his/her bid shall remain firm and in full force and effect for such sixty (60) day period. No Respondent shall modify, withdraw, or cancel his/her bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.
10. The District, through its Assistant Superintendent/CFO/CSBO, will make such investigation as is necessary to determine the ability of the Respondent to fulfill RFP requirements. The Respondent shall furnish such information as may be requested and shall be prepared to show financial data or other information the District deems necessary to evaluate the financial stability of the Respondent.
11. The District is exempt from paying Illinois Use Tax (Ill. Rev. State., ch. 120, Para. 439.3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (Ill. Rev. Stat., ch. 120, Para. 441).
12. The District is exempt from paying Federal Excise Taxes (I.R.S. ch. 32, subchapter G, para. 4221).

13. The District is Tobacco Free in buildings and on its grounds. No employees of the successful Respondent may violate this prohibition.
14. Any/all semi-truck deliveries must be made in either a 40' or 48' tractor trailer, deliveries will not be accepted in a 53' truck
15. As required by law, labor estimates for this project shall be based upon those prevailing wage assignments as indicated by the Illinois Department of Labor, appropriate trade, and municipality specification work shall be performed in Cook County
16. The District supports national and local efforts for recycling. Respondent are encouraged to offer recycled supplies and materials as RFP alternatives. Notations are to be included as to the percentage of recycled products in each item.

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## **Submittal Checklist**

Remember to submit the following items with your RFP. Failure to do so may result in rejection of submitted RFP

### **Submittal Checklist**

- ☐ Signed and completed RFP Proposal with Federal Employee Identification or Social Security Number
- ☐ Non-Collusion Affidavit signed and notarized
- ☐ Vendor's Certification for Illinois Drug-Free Work Place Act Signed by Representative and Attester
- ☐ Certification of Compliance with Illinois Human Rights Act (Sexual Harassment)
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Minority and Women Owned Business Concern Representation
- ☐ Certificate Regarding Prevailing Wages and Equal Employment Opportunities
- ☐ Reference Sheet

### **Additional Forms**

- ☐ Statement of No Interest (only fill out this form if you are not able to bid at this time)
- ☐ Any necessary Literature or information (if applicable)

## **NON-COLLUSION AFFIDAVIT**

**STATE OF ILLINOIS**

)  
) SS  
)

**COOK COUNTY**

The undersigned Respondent or agent, being duly sworn, on oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price of RFP by anyone at such letting, nor to prevent any person from responding nor to induce anyone to refrain from responding and that this RFP is made without reference to any other RFP and without any agreement, understanding or combination with any other person in reference to such Responding.

He/she further says that no persons or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Vendor or Agent

For: \_\_\_\_\_  
Firm or Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

Signature of Notary Public: \_\_\_\_\_

### **CERTIFICATION**

The Respondent hereby certifies that the Respondent is not barred from entering into this contract as a result of a violation of either Bid rigging or Bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended and that the Respondent hereby certifies that it can enter into the contract provided herein and further acknowledges that the contract may be void if this certification is deemed false.

\_\_\_\_\_  
Signature

## **VENDOR CERTIFICATIONS**

### ILLINOIS DRUG-FREE WORKPLACE ACT

Business Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### ILLINOIS DRUG-FREE WORKPLACE ACT

The undersigned contractor hereby certifies (check the one that applies):

\_\_\_\_\_ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.).

\_\_\_\_\_ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certify that the Bidder is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Printed Title of Signer

Attest:

\_\_\_\_\_  
If a corporation

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Printed Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**CERTIFICATION OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

All successful contractors must comply with the provisions of the Illinois Human Rights Act dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written sexual harassment policies. The contract with the successful Respondent will provide for this requirement. The statutory provisions require that the written sexual harassment policy include at a minimum the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois law, (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

Title: \_\_\_\_\_

Subscribed and sworn to

Before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

ILLINOIS STATE BOARD OF EDUCATION  
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689. Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.**

**CERTIFICATION**

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

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

Organization Name	PR/Award number or Project Name
Name and Title of Authorized Representative	
Signature/Date	

**Instructions for Certification**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transactions, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the "GSA Excluded parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**MINORITY, PERSON WITH DISABILITY-OWNED, AND FEMALE-OWNED BUSINESS  
CONCERN REPRESENTATION**

**Minority-Owned Business:** a business which is at least 51% owned by one or more minority persons or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.  
(30 ILCS 575/2)

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

**Female-Owned Business:** a business which is at least 51% owned by one or more females, or, in the case of a corporation, at least 51% if the stock is which is owned by one or more females, and the management and daily business operations of which are controlled by one or more of the females who own it.

**Business Owned by a Person with Disability:** a business that is at least 51% owned by one or more persons with a disability and the management and daily business operation of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 or the Internal Revenue Code of 1986 is also considered a "business owned by a person with a disability:

The District shall rely on written representations of concerns regarding their status as minority/female-owned businesses.

**VENDORS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR RFP. FAILURE TO DO SO MAY RENDER THE OFFEROR'S RFP NOT RESPONSIVE.**

A. Representation. The offer or represents that it is ( ), a minority-owned Business concern.

B. Representation. The offer or represents that it is ( ), a female-owned Business concern.

C. Representation. The offer or represents that it is ( ), a disabled-owned Business concern.

**Please Check Appropriate Boxes**

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

☐ Hispanic American (HISP)      ☐ Asian-Pacific (ASIAP)      ☐ Asian-Indian (ASIAI)  
   American     American

☐ Other \_\_\_\_\_ ☐ Female Owned (F)

(Please Identify)

Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax# \_\_\_\_\_ FEIN# \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PREVAILING WAGES & EQUAL EMPLOYMENT OPPORTUNITIES**

The undersigned hereby certifies that the Firm is in compliance with and intends to be in compliance with at all times Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e. *et. seq.*, the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, *et. seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.*, Fair Labor Standards Act of 1938, 29 U.S.C. §201, *et. seq.*, the Minimum Wage Law, 820 ILCS 105/1, *et. seq.* and the Prevailing Wage Act, 820 ILCS 130/0.01, *et. seq.*

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Agent of Firm)

\_\_\_\_\_  
Title

Subscribed and sworn to

Before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

# CICERO SCHOOL DISTRICT 99

## REFERENCE SHEET

Please submit the names of accounts for whom you have provided services or similar services required herein.

1. Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone # \_\_\_\_\_

Length of time service has been provided \_\_\_\_\_

Summary of project/services:

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2. Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone # \_\_\_\_\_

Length of time service has been provided \_\_\_\_\_

Summary of project/services:

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3. Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone # \_\_\_\_\_

Length of time service has been provided \_\_\_\_\_

Summary of project/services:

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## **STATEMENT OF NO INTEREST**

NOTE: If you are unable to submit a proposal for this work, please complete and return this form immediately.

The Business Office of Cicero School District 99 wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

**We, the undersigned, have declined to submit a proposal on:**

**Proposal Name:** \_\_\_\_\_

**We are unable to submit a proposal for this work due to the following:**

- |  |   |
|--|---|
| ____ Too busy at this time   | ____ Unable to meet specifications            |
| ____ Bond requirement  | ____ Not engaged in this type work            |
| ____ Insurance requirement   | ____ Site location too distant                |
| ____ Length of time required to obtain payment   | ____ Project is ____ too large ____ too small |
| ____ Remove us from your Potential Vendor list for this commodity/service              |   |
| ____ Other (specify below)   |   |
| ____ Do you wish to be considered in the future for similar projects? ____ Yes ____ No |   |

REMARKS:

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Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address:

Street Address	City	State	Zip-Code
Date: _____			

Return to: Rita Tarullo  
Asst Supt of Business Affairs, CFO/CSBO  
Cicero School District 99  
5110 W, 24<sup>th</sup> Street  
Cicero, IL 60804

## **Background Information**

The purpose of this RFP is to obtain quotes for Digital Multi-Functional Devices, for both services and equipment. The intent of the district is to Lease the devices and have the Respondent maintain the equipment. As well as the maintenance of select printers in the district.

The District is located just west of Chicago and encompasses six (6) square miles. Most of the District's students live in Cicero, IL. The District is comprised of Seventeen (17) school buildings and three (3) administrative buildings throughout Cicero. The approximately 11,500 students range from pre-kindergarten to eighth grade with a large percentage of students coming from low societal economic families. Ethnicity groups comprise primarily of the Hispanic population but also includes representation from the Asian, African Americans and Caucasians demographics as well. For a list of buildings, student and staff count see Attachment #1

The District is 1:1 for both students and staff regarding laptops or chromebooks. Printing services were previously available through dedicated desktop printers in each classroom. With the vision of ensuring each student is learning in a 21st century learning environment, we are looking to lower the printing footprint and leverage zone/cloud printing through cost efficient multi-functional devices..

The District does not own any multi-functional devices and does not plan to purchase the equipment. The District does own printers and is looking for maintenance service on the printers as stated above.

The District does have a small print shop, which has a high-speed black and white copier, and poster-making machine. The District needs a high-speed color multi functional device for the print shop.

We are estimating on a monthly basis, when we are not in a pandemic, 1,810,000 black and white copies will be made and 45,000 color copies will be made throughout the District.

The District is currently leasing Toshiba multi-functional devices. See Attachment #2 for the model numbers and location of the equipment.

Walk throughs of the buildings will take place on **Friday, May 28, 2021 and Tuesday, June 1, 2021**. The vendor shall inspect the school sites on either of these dates and familiarize himself/herself with the individual building conditions affecting the contract.

## **Equipment Requirements**

The purpose of this RFP is to obtain quotes for multi-functional device equipment and services, as well as maintenance for the current multi functional devices in the District. The District would like to move to using 90% multi-functional devices and to limit the need for printers only.

The Respondent will remove all existing multi functional devices and deploy new devices at Respondent's cost, using their storage facility, transportation and staff. Proposals must identify the process for such removal, and the associated charges that would be made to the District.

Proposals must include an "all-in" monthly cost per piece of equipment including maintenance and lease price per specifications listed below as well as the maintenance for printers owned by the District.

## **Equipment Description and Services Desired**

### **Equipment:**

All digital multi functional devices shall be newly manufactured with no used or refurbished parts. All proposed equipment shall have at minimum specifications that are equal or better to the equipment it is replacing. All proposed equipment shall, at a minimum meet the following requirements:

1. All digital multi-functional devices shall be capable of producing black and white documents and a smaller number shall be capable of producing color documents.
2. All digital multi-functional devices shall be capable of producing double-sided prints/copies.
3. All multi-functional devices should have the capability of printing on sizes letter (8 ½ × 11), legal (8 ½ × 14) and ledger (11 × 17); on white and color paper.
4. All digital multi-functional devices shall have stapler finisher capabilities.
5. All digital multi-functional devices shall have three-hole punch capabilities.
6. All digital multi-functional devices shall have a high-capacity paper tray.
7. All digital multi-functional devices shall possess an automated document feeder.
8. All digital multi-functional devices shall have a bypass tray for the purpose of printing on specialized stock.
9. All digital multi-functional devices shall be capable of enlarging documents in preset increments.
10. All digital multi-functional devices shall be capable of reducing documents in preset increments.
11. All digital multi-functional devices shall have the capability of restricting user access by the use of security codes, swipe bar code IDs, or fobs.
12. All digital multi-functional devices shall be capable of facsimile transmission and scan to email using pdf format.



13. The multi-functional devices with capacity of 200,000 prints per month shall have a booklet finisher including magazine fold capability.
14. All machines shall be equipped with an additional external stapler.

### **Networking:**

All digital multi-functional devices shall have the ability for a network connection using Ethernet TCP/IP protocol and meeting the following requirements:

1. The networked digital multi-functional devices will be connected to the District's network using the TCP/IP protocol. Bandwidth speeds are capable to 1000 Mbps. depending upon location.
2. Networked digital multi-functional devices shall allow printing from any desktop computer (IOS, Windows OS, and Chromebooks) from within the Districts' networks.
3. If device driver software is necessary for computers to gain access to all the digital multi functional device's/printer's functions, the most current device drivers for Macintosh and Windows shall be available and provided by the responder for each platform.
4. Upon being properly authenticated to the networked digital multi functional device/printer, each device shall be able to be managed over the network using a browser.
5. The responder shall specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, surge protection, etc.
6. Web based printer management software for centralized control of all devices will be provided to all Districts by responder.
7. All proposed equipment will be guaranteed to not interfere with any networked printing device of any kind currently installed within any District.
8. All multi functional devices will have the capability of allowing a user to determine what device a print job should print on after the job has been submitted; i.e. "Follow me" printing with PaperCut and RFID scanner.
9. All multi functional devices will have the capability of integrating with LDAP and/or SSO via Google for the purposes of emailing and networked storage of scans.

### **Maintenance/Support Services**

All responders are responsible for providing maintenance and support on the provided equipment. All proposed maintenance/support agreements shall at a minimum meet the following requirements:

1. The maintenance/service agreement shall commence upon delivery of the equipment.
2. Responder shall provide telephone support number for placing service calls, which will be available Monday through Friday, 7:00 a.m. to 4:00 p.m., excluding legal holidays.
3. The Responder shall maintain a minimum average rate of 97% uptime permulti functional devices/printer per calendar quarter with 6-hour response to service calls. The average uptime rate is based upon the number of business days per calendar

quarter, excluding each District's recognized holidays. If the responder fails to maintain 97% uptime and 6-hour response to service calls, the following penalties shall be assessed:

- 1/21st of the Quarterly payment for any location that exceeds an average response time of 6 hours per Quarter.
  - 1/21st of the monthly payment for any machine that goes without service for 24 clock hours.
  - 1/21st of the Quarterly payment for any location that fails to maintain an average uptime of 97% per Quarter.
4. Include a loaner clause that guarantees that the Districts will receive a loaner device—at no charge to the District's—within 24 hours should one be deemed necessary.
  5. Poor performing and/or problematic multi functional device/printer units will be replaced with new similar equipment repaired to manufacturer's specifications and/or repaired to each District's satisfaction.
  6. Initial training of each District's personnel shall be conducted upon equipment installation and at no cost to any District.

### **Leasing Requirements**

1. The equipment lease pricing shall be based on a 36 or 48-month term. Equipment with capacity of 200,000 prints per month will be considered for longer lease terms. Lease prices will be guaranteed for an additional nine months from the due date of this RFP.
2. The monthly equipment lease payment shall be structured as a base equipment lease payment. Respondent will allow unlimited print counts with no additional charge for printings.
3. Respondents shall provide a maintenance agreement with a base service cost with no additional charge for the number of monthly prints.
4. The lease and maintenance agreement price shall be fixed for the term of the contract.
5. The Districts does not guarantee any specific monthly print volumes/copies for the length of the lease.
6. Maintenance agreement pricing shall include all maintenance, repairs, parts, rental costs and consumable supplies (including staples, but excluding paper) and vendor selected is not to assess any other fees, including but not limited to freight, administrative, delivery or disposal charges.
7. Any machine removed shall have data wiped destroyed per NIST 800-88 standards at no charges to the District.
8. At the start of the new agreement, the Respondent shall, at no additional cost to the District, uninstall and remove any old copy equipment owned by the District if requested. The equipment shall be returned to the original leaseholder or disposed of at the direction of the District.
9. If needed the vendor will need to buyout current lease agreement(s).

## **Timeline and Review Parameters**

### **Selection Criteria:**

The committee that will be responsible for identifying and recommending a Respondent and will use the following criteria in making their recommendation. See Attachment #3:

1. Contract requirements
2. Proposal Content
3. Equipment recommendations
4. Print management solutions
5. Project management and Deployment logistics
6. Vendor existing and future workload during the duration of the project

As noted in the selection criteria, price is but one of the District's considerations in selecting a vendor. We need help from the Respondent to identify the multi functional device size/specifications we need to cover for our existing printing needs. The district needs the assistance of the Respondent to identify the best use practices to reduce the number of multi functional device/printed pages per year. Please explain the ability of the solution to print to local building network without centralize controller, keeping in mind that the District's IT department needs a redundant solution.

### **Proposal Content:**

The District requires five (5) hard copies of the proposal

Please follow the template below in the exact order when submitting your proposal.

### **Statement of Interest**

Provide a signed Statement of Interest with the name and address of your company, expressing interest and capability to perform the work.

### **Firm Description and Background**

Provide the following:

- Firm name, address, web address, telephone and fax numbers
- Contact person (provide direct phone number and email)
- Number of years in business under current name
- Type of organization
- Multi functional devices offered in-house
- Staffing information
- List any previous names of firm
- Provide general information on the firm (locations, staffing, etc.).
- Provide detailed information on the office and staff who will be serving the District.  
Provide a copy of the firm's financial statement.
- Identify whether your firm (under current or previous names) has been terminated within the last 5 years from a project by a school district or other governmental entity and, if so, for what reason. If so, list the name and contact information for the school district or other governmental entity.

**Contract term**

Provide information as to the manner and costs associated with your firm's proposal to address the contract term requirements identified above.

**Click charges**

Provide information as to the manner and costs associated with your firm's proposal to address the requirements regarding click charges or substitute charges, supplies, and maintenance, as identified above.

**Buyout**

Provide information as to the manner and costs associated with your firm's proposal to address the buyout requirements identified above.

**Respondent Experience and Capabilities**

Provide two to three pages of company experience and capabilities for a district this size.

**ITS Department Relations and Interface**

Proposed interaction with the District's IT department.

**Security Specifications**

Proposed security measures.

**Print Shop**

Proposal to address print shop workflows and enhancements. Please provide a diagram demonstrating large print requests to the print shop.

**Removal of equipment**

Proposal regarding removal of equipment.

**Transportation of Deliverables**

Proposal to address the requirement regarding transportation of deliverables.

**Print Management Solution**

Proposed print management solution.

**Project Implementation Plan**

Proposed project implantation plan. The required information must address manner of performance and costs, when relevant.

**Information regarding firm's relationship with education or similar institutions**

- Provide a description of your firm's experience with multi functional device selection implementation services for large organizations.

- Provide a list of all school district or educational institution clients for which you have provided services for in the last ten years. Include project description, the type of multi functional device installation, other services provided and the delivery method that you provided, as well as the client contact information.
- Provide samples of work that demonstrate your experience in K-12 environments.
- Information regarding Firm Workload
  - Provide a list of all projects for which your firm is currently under contract as Technology Company.
  - Provide the percentage that educational projects made up of your total project workload in the last twelve months.

#### **Information regarding Key Personnel & Response Time**

1. Provide a simple organizational chart identifying key members of the firm, including consultants.
2. Provide resumes of project designers, managers, key staff, and consultants relevant to the requirements of this RFP, including their work experience, education, affiliations and awards.
3. Particular references should be made to the firm's technology administration/observation personnel.
4. If any staffing changes should occur between the submission of proposals and the award of a contract, the firm must notify the school district in writing. Unapproved staffing changes may result in a rejection of proposals and subsequent contract if not disclosed at the time of the change.
5. It is a requirement for the vendor to have to a technician to be on site within four hours of the initial service call. Please provide a copy of the service level agreement (SLA).
6. The District requires two (2) certified PaperCut/ or compatible solution engineers to be available for assisting or trouble-shooting technical issues with PaperCut or a compatible solution. Please provide a copy of their print management solution certification.
7. The vendor must have an Operation Center (OC) within 300 miles from the Village of Cicero for parts and additional service.
8. Please provide your response time to service requests including commitments or guarantees you are willing to make and associated penalties you would accept if failure to meet those commitments and/or guarantees were to occur.

#### **Information regarding Project Approach**

1. Include the project management methodology that your firm would use in conducting the project from inception to owner acceptance. This should include strategies for collaboration high-level project plan, communication and community building. If your methodology utilizes any specialized software packages and computerized systems, please provide an adequate description and summary of capabilities. In addition, please provide details of your approach to train our team in the use of our new multi functional devices.

2. The firm's ability/experience to work in the Cook County region of Illinois. In your response, describe how your firm plans to respond when the District has immediate needs that require on-site attention.
3. Your approach to project scheduling and cost estimating within the environment of the educational sector.

**References**

Include a minimum of three (3) references which must be education institutions or similarly situation institutions in Illinois for for which you have provided technology/multi functional device services in the last five (5) years.

# CICERO SCHOOL DISTRICT 99

## RFP PROPOSAL

We hereby agree to furnish the heretofore-named articles as shown at the prices stated within the delivery time allotted and that quantity and quality will be in conformance with the specifications.

The signing of this RFP form is construed as acceptance of all provisions contained herein. Please note that the RFP requires the vendor to guarantee the price for the line of the Contract.

Authorized Rep.

Name: \_\_\_\_\_

Please print

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ FEIN/Social Security #: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Website address: \_\_\_\_\_

Does the company have a current contract with the State of Illinois? Yes \_\_\_\_\_ No \_\_\_\_\_

---

### ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on each addendum).  
If all addendums are not acknowledged, the RFP may be considered non-responsive.

<u>Addendum #</u>	<u>Dated</u>	<u>Addendum #</u>	<u>Dated</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

# Attachments

Attachment #1			
Building	Address	# of Students	# of Staff
Burnham	1630 S. 59th Avenue	771	99
Cicero East	2324 S. 49th Avenue	279	50
Cicero West	4937 W. 23rd Street	751	113
Col East	3100 S. 54th Avenue	350	68
Col West	5425 W. 31st Street	740	114
Drexel	5407 W. 36th Street	438	84
Goodwin	2625 S. Austin Blvd.	559	92
Liberty	4946 W. 13th Street	490	89
Lincoln	3545 S. 61st Avenue	864	135
McKinley	5900 W. 14th Street	15	22
Roosevelt	1500 S. 50th Avenue	525	84
Sherlock	5347 W. 22nd Place	567	72
Unity	2115 S. 54th Avenue	2429	337
Warren Park	1225 S. 60th Court	639	87
Wilson	2310 S. 57th Avenue	592	88
Woodbine	3003 S. 50th Court	-	-
EC Center	5330 W. 35th Street	115	41
Service Center	5835 W. Roosevelt Rd.	-	14
Trans Center	1942 S. Laramie Ave.	-	48
Ad Building	5110 24th Street	-	62
Total		10,176	1,373.30



[illegible]

Attachment #2											
Toshiba Copier Machines in District											
By Model											
	ES1 207	ES3 005 AC	ES350 5AC	ES35 08A	3515 AC	551 8A	ES750 6AC	ES75 08A	85 18 A	ES9 07	Total Machine s
Admin	1	1		5							7
Burnham				1						1	2
Cicero East										1	1
Cicero West										1	1
Columbus East										1	1
Columbus West										1	1
Drexel										1	1
Early Childhood Center		1								1	2
Goodwin										1	1
Liberty										1	1
Lincoln				1						1	2
McKinley										1	1
Roosevelt										1	1
Unity				3						3	6
Woodbine										2	2
Warren Park			3				1	3		1	8
Sherlock					4	8			1		13
Service Center				1							1
Wilson				1						1	2
Total	1	2	3	12	4	8	1	3	1	19	54

***\*Winning bidder will be required to adhere to the terms and conditions as listed below:***

**AGREEMENT FOR THE PROVISION OF  
DIGITAL MULTI-FUNCTIONAL DEVICES AND SERVICES**

THIS AGREEMENT ("Agreement") is entered into between \_\_\_\_\_ ("Contractor") and The Board of Education of Cicero School District 99 (the "District"), with the following facts:

A. Digital Multi-Functional Devices and Services

B. In the event of conflict or inconsistency between the terms and conditions in the RFP, Contractor's submitted proposal or the Agreement, upon execution of this Agreement the terms of this Agreement shall control.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term; Termination**

The initial term of this Agreement shall commence on July 1, 2021 and end on June 30, 2024. This Agreement shall not automatically renew.

In the event that the Contractor at any time fails to comply with, fully perform, and/or strictly adhere to any covenant contained herein to be performed by the Contractor, its agents, employees, or otherwise, the District shall give 48 hours' notice in writing to the Contractor of such failure. In the event the Contractor does not remedy such failure within three (3) business days from the receipt of such notice, except if such failure be impossible to remediate due to a force majeure, as outlined in Section 20 herein, this contract may be terminated at the option of the District. Such termination being effective immediately upon receipt of the Notice of Termination. Following termination, the Contractor shall remain liable for any cost to the District for these services for the remainder of the term of this Agreement. Failure of the District to exercise its right under this paragraph does not preclude any subsequent right to exercise at a later date.

Either party can terminate with or without cause at any time with thirty (30) days prior written notice.

**2. Contractor Services**

Contractor agrees to coordinate the provision of such services as outlined on Exhibit A, attached hereto and incorporated herein by reference, and District agrees to pay Contractor in accordance with the Provisions of this Agreement. Contractor's coordination of such services pursuant to this Agreement are sometimes referred to herein as the "Services."

**3. Fees for Service; Payment**

Contractor shall be paid the agreed sum based on fees outlined on Exhibit B. Contractor shall only be paid for Services provided. Contractor shall submit detailed invoices, and any other documentation requested by the District, related to the provision of the Services on a monthly basis. All payments shall be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

#### **4. Compliance with Laws**

Contractor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules.

#### **5. Contractor Personnel; Background Checks**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. Contractor further agrees to ensure that all employees, agents, contractors, and/or subcontractors comply with District 99 Board Policies and those requirements contained in this Agreement.

Contractor further acknowledges that any and all of its agents, employees, or representatives who will work with any District students will need to be fingerprinted and subjected to criminal history and background checks through the Illinois State Police and Federal Bureau of Investigations, as detailed in the Illinois Code 105 ILCS 5/10-21.9, prior to commencing any work under this Agreement. Contractor will provide the necessary information needed to administer the required background checks to the District prior to commencing any work under the Agreement.

District shall, in its sole discretion, determine whether any driver, agent, employee, or representative of Contractor is eligible to work with any District students. Only those drivers, agents, employees, or representatives of Contractor approved by District shall work with District students. District may revoke approval of any driver, agent, employee, or representative of Contractor at any time.

#### **6. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, insurance as described below.

Contractor shall obtain the following: commercial general liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate combined single limit for bodily injury liability and property damage liability. With a \$5,000,000 umbrella. Additionally, Contractor shall obtain business and vehicular liability with a minimum limit of \$1,000,000 per accident for bodily injury liability and property damage liability.

In all instances, the District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies.

## **7. Damage to Property**

In the event Contractor damages the District's property, the Contractor shall, at the Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage.

If Contractor does not repair such damage within fourteen (14) days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the Contractor shall reimburse the District for the costs the District incurs within fourteen (14) days after the District provides a written invoice to the Contractor.

## **8. Independent Contractor**

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

## **9. Assignment of Contractor's Rights**

No assignment and/or subcontracts shall be made without prior written approval from District.

## **10. Indemnity of the District**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

## **11. Notices; Direct Communication Representative**

All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by

registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Rita Tarullo  
Cicero School District 99  
Attn: Assistant Superintendent of Business Affairs/CFO/CSBO  
5110 W. 24<sup>th</sup> St., Cicero, IL 60804  
708.863.4856  
rtarullo@cicd99.com

To Contractor:Name:

Address:

Phone:

Email:

Notice of change of address shall be given by written notice in the manner detailed in this Section 11.

The Assistant Superintendent of Business Affairs/CFO/CSBO may designate a person or persons on staff in the District to be responsible for direct communication between the District and the Contractor. In the event the Assistant Superintendent of Business Affairs/CFO/CSBO does not designate such a person, all communication should be directed to the Assistant Superintendent of Business Affairs/CFO/CSBO.

## **12. Liquidated Damages**

District may assess liquidated damages in the type and amounts listed on Exhibit C. District must bill Contractor for such liquidated damages within sixty (60) days of the incident. Contractor shall have thirty (30) days following receipt of the bill for liquidated damages to pay liquidated damages.

## **13. Non-Solicitation**

District agrees during the term of this Agreement it will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, service provider, driver or other person who has performed services for Contractor.

## **14. Force Majeure**

In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused, directly or indirectly, by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics (including but not limited to COVID-19), Governor Orders, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being further understood that the Contractor shall use reasonable

efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

Further, should the District determine, in its sole discretion, to suspend in-person instruction or the academic year entirely due to a force majeure the District and Contractor will work together to determine which Services, if any, can be continued and amend the Agreement to reflect this new understanding. If no services are needed or can be provided, no payment is due to Contractor regardless of any potential reimbursement from the Illinois State Board of Education (ISBE) or otherwise.

If the District decides to pay for services, even if none are being provided by Contractor, and should the Contractor receive payment from the State of Illinois, the Federal government, or any other source under a recovery, benefit, bailout, or subsidy program to compensate the Contractor for the payroll associated with services which the Contractor otherwise would have provided to the District for the period covered by the Term of this Agreement but for the closure of school due to force majeure ("Relief Payment"), the Contractor shall reimburse the District the amounts paid by the District pursuant to this Agreement. The Contractor shall provide written notification to the District within seven (7) calendar days after the Contractor is aware of the Relief Payment and shall reimburse the District within thirty (30) days.

If the District decides to make a payment to the Contractor and should ISBE or other State or federal agency under applicable law or regulation not reimburse the District for any Payments made under this Agreement as anticipated, the Contractor shall pay to the

District the amount of the reimbursement expected, but not received by the District. The District shall provide the Contractor written notification within seven (7) calendar days after the District receives notice that it will not be reimbursed, together with the amount of the denied reimbursement, and the Contractor will fully reimburse the District within thirty (30) calendar days thereafter.

If the Contractor fails or refuses to reimburse the District under the terms of the above paragraphs, the Contractor agrees to pay for all the District's reasonable attorneys' fees spent in successfully recouping the Contractor's promised reimbursement.

#### **15. Entire Agreement; Amendment**

This Agreement and any attachments, which are incorporated herein by this reference, constitute the entire Agreement between the parties with respect to the provision of the Services. This Agreement may not be amended except through a written agreement approved and signed by each of the parties.

#### **16. Effective Date**

The Effective Date of the Agreement shall be the last date that this Agreement is executed either by District or Contractor.

#### **17. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**18. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**19. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**20. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

**21. Governing Law**

Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Illinois. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Parties hereby submit to personal jurisdiction in the State of Illinois and to venue in such courts.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

DISTRICT: DISTRICT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_ CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Attached Exhibits:

[Exhibit A – Contractor Services]

[Exhibit B – Fees for Services]

[Exhibit C – Liquidated Damages]