



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

September 22, 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. 24th Street, Cicero, Illinois, on or before **Wednesday, October 6, 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.

It is the intention of the Board of Education to award the RFP at the **October 13, 2021 or November 10, 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/CSBO

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CICERO SCHOOL DISTRICT 99

5110 WEST 24TH STREET

CICERO, ILLINOIS 60804

(708) 863-4856

REQUEST FOR PROPOSALS

The District is requesting RFPs for Digital Multi-Functional Devices and services. RFPs must be received at the Business Office at 5110 W. 24th Street, Cicero, Illinois, 60804, before **9:00 am on Wednesday, October 6, 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. The District requires five (5) hard copies of the proposal.
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. 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.
5. 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/CFO/CSBO, at bids@cicd99.edu, no later **than 4 p.m. on Wednesday, September 29, 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.
6. RFPs may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of the RFPs
7. 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.

8. 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.
9. Respondents may submit a joint proposal with another entity. In that circumstance, the joint response submitted must contain a completed copy of each required affidavit and certification from each member of the joint submittal. If a joint proposal is rejected, no firm which has participated in the joint proposal can be considered to provide services unless it has separately submitted a proposal. Respondents may also submit a proposal using a prime contractor and subcontractor relationship. The Board reserves the right to reject any subcontractor and accept only the prime contractor. If a subcontractor would like to be considered to provide services independently, it must submit a separate proposal.
10. 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.
11. 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.
12. 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.
13. 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).

14. The District is exempt from paying Federal Excise Taxes (I.R.S. ch. 32, subchapter G, para.4221).
15. The District is Tobacco Free in buildings and on its grounds. No employees of the successful Respondent may violate this prohibition.
16. 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
17. 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
18. 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.

Selection Process

The District does not award on price alone. The contract will be awarded to that responsive and responsible Respondent(s) whose RFP will be the most advantageous to the District, price and other factors considered.

Compliance with the format, terms and conditions of the RFP Specifications and the Respondent's ability to meet the District's requirements for service will be among the factors considered as well as record of company's past performance and financial and technical resources. Respondent's personnel backgrounds, references from current accounts, and Respondent's accessibility to necessary resources will also be considered. The preponderance of weight, however, will be on price.

The District will request a review from the Respondent on the District's findings and make suggestions for the multifunction printer size/specifications needed to fulfill printing needs.

The District needs the assistance of the Respondent to identify best-use practices to reduce the number of multifunction printer pages per year. The Respondent must also explain the solution for printing to the local building network without a centralized controller, keeping in mind that the District's IT Department needs a redundant solution.

Right to Reject

The Board of Education reserves the right to reject any or all RFPs in the best interest of the District and to waive any informality and minor irregularities in RFPs received.

The District reserves the right to reject the RFP of a Respondent who has previously failed to

perform properly or to complete contracts of a similar nature on time or who is not in a position to perform the contract.

Award of RFP; Execution of Contract

The lowest responsible bidder, as determined by the District, will be expected to execute a written contract with the Board, in an exact or substantially similar form to the sample agreement containing the same terms and conditions as those found in the sample agreement contained in this packet. By simply awarding the RFP, the Board is not entering into a contract.

The contract for these services shall not become effective until it has been signed by the vendor selected by the Board, approved by the Board of Education and executed by a member of the Board of Education or a District representative.

In the event the Board determines a joint bid to be in the best interest of the District, the Board will require separate contracts with each joint bidder.

Specific Proposal Information & Instructions

Background Information

The purpose of this RFP is to obtain quotes for the lease, installation, and service for digital multi-functional printing devices. The intent of the District is to lease the devices and have the Respondent maintain the equipment.

Cicero District 99 is a public elementary school district in Cicero, Illinois — a near-west suburb of Chicago that is home to more than 82,000 residents. District 99 is transformative and has been a statewide leader in providing innovative, 21st-century learning opportunities to empower the young people of its diverse, bilingual community. The District arms its students, the majority of whom are low income, with skills, tools, knowledge and mindsets to effectively prepare them for global opportunities of the future in education and the ever-changing workforce. For a list of buildings, see Attachment #2.

The District is one-to-one (1:1) for both students and staff as it relates to personal computing devices. Previously, printing services in the District were made available through dedicated desktop printers in every classroom. Large, multifunctional printers were available in select locations in each building, primarily the main offices. With the vision of ensuring that each student has access to a 21st-century learning environment, we are looking to reduce the printing footprint by eliminating — or greatly reducing — desktop printers and leveraging zone and/or cloud printing through multifunction printers.

The District does not currently own any high-volume multifunction printers and does not intend to purchase this equipment. However, the District does own desktop multifunction printers, in select locations, and may have a need for maintenance services for these devices — if the possibility to eliminate them through high-volume multifunction printers is too costly.

The District also has a small print shop, which has a high-speed black and white copier. The District will need to lease a high-speed color multifunction device for the print shop.

Based on pre-pandemic data, we are estimating that there will be roughly 1.8 million black and white copies and 45,000 color copies made each month throughout the District.

Currently, the District is leasing Toshiba multi-functional devices. The equipment needs for the district are listed in Attachment #3.

The District is not opposed to scheduling a walkthrough of the buildings for vendors to become familiar with conditions affecting the contract. However, the District has completed this process to determine equipment needs, available electrical outlets, network drops and placement of the equipment, which has been outlined in the documents that follow.

Equipment Requirements

The purpose of this RFP is to obtain quotes for the lease of multifunction device equipment and services. Ideally, the District would like to move to the use of universal multifunction devices to eliminate the need for any remaining multifunction desktops.

The Respondent will remove all existing multifunction printers 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.

The Respondent will also need to delay the lease of the equipment for the Theodore Roosevelt Elementary School building — which is currently under construction — and deliver and install upon reopening in either June or July 2022. This applies to the anticipated need of a single 85ppm office machine and multiple 35ppm machines, not to exceed five units, similar to those at the other school sites.

Proposals must include a comprehensive monthly cost (per unit of equipment) to include the lease and maintenance expenses per the specifications listed below.

Equipment Description and Services Desired

Equipment:

All digital multifunction printers shall be newly manufactured without any used or refurbished parts. All proposed equipment shall have, at minimum, specifications that are equal to or better than the equipment it is replacing. All proposed equipment shall, at a minimum, meet the following requirements:

1. All digital, multifunction printers shall be capable of producing black and white documents with a smaller number of larger printers capable of producing color and black and white documents.
2. All digital, multifunction printers shall be capable of producing double-sided prints/copies.
3. All digital, multifunction printers should have the capability of printing letter (8 ½ × 11); legal (8 ½ × 14); and ledger (11 × 17); on white and color paper.
4. All digital, multifunction printers shall have either internal or external stapler finisher capabilities.
5. All digital, 85ppm and above multifunction printers shall have three-hole punch capabilities.
6. All digital, multifunction printers shall have a high-capacity paper tray.

7. All digital, multifunction printers shall possess dual-side scanning capability.
8. All digital, multifunction printers shall have a bypass tray for the purpose of printing on specialized stock.
9. All digital, multifunction printers shall be capable of enlarging documents in preset increments.
10. All digital, multifunction printers shall be capable of reducing documents in preset increments.
11. All digital, multifunction printers shall have the capability of restricting user access through the use of swipe barcode IDs using Papercut.
12. All digital, multifunction printers shall be capable of electronic scanning transmission and scan-to-email using PDF format.
13. The 85ppm and above, large multifunction printers shall have a booklet finisher including magazine-fold capability.
14. All digital, multifunction printers, with the exception of the 120ppm printshop machine, shall operate using a standard electrical outlet.

Networking:

All digital, multifunction printers shall have the ability to connect to the District network using Ethernet TCP/IP protocol and meeting the following requirements:

1. The networked, digital multifunction printers will be connected to the District's network using the TCP/IP protocol. Bandwidth speeds are capable of up to 1000 Mbps, depending upon location.
2. The networked, digital multifunction printers shall allow printing from any district computer (iOS, Windows OS and ChromeOS) that sits on the District network.
3. If device driver software is necessary for computers to gain access to all the digital multifunction printer functions, the most current device drivers for iOS, Windows OS and ChromeOS shall be available and provided by the responder for each platform.
4. Upon being properly authenticated to the network, digital multifunction printers shall be managed over the network using a browser.
5. Rules-based printing capabilities shall be available.
6. The responder shall specify the need for dedicated lines, surge protection, etcetera.
7. Web-based printer management software for centralized control of all devices will be provided by the responder.
8. All proposed equipment will be guaranteed not to interfere with any

networked printing device currently installed within the District.

9. All multifunction printers will have the capability of allowing users to retrieve print jobs at any multifunction/networked printer in the district (i.e., "Follow me" printing with PaperCut and RFID scanner).
10. All multifunction printers 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 leased equipment. All proposed maintenance/support agreements shall, at minimum, meet the following requirements:

1. The maintenance/service agreement shall commence upon delivery of the equipment.
2. Responder shall provide telephone support number, using a dedicated service team, for placing service calls, which will be available Monday through Friday, 7 a.m. to 4 p.m., excluding legal holidays.
3. The Responder shall maintain a minimum average rate of 97% uptime per multifunction printer per calendar quarter with no longer than a four hour response time to service calls. The average uptime rate is based upon the number of business days per calendar quarter, excluding the District-recognized holidays. If the responder fails to maintain 97% uptime and four 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 four hours per quarter.
 - 1/21st of the monthly payment for any machine that goes without service for 24 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 the District will receive a loaner device — at no cost to the District — to be delivered within 24 hours should one be deemed necessary.
5. Poor performing and/or chronically malfunctioning multifunctional printers will be replaced with new, similar equipment repaired to manufacturer's specifications and/or repaired to the District's satisfaction.
6. Initial training for District personnel shall be conducted upon equipment installation and at no cost to the District.

Leasing Requirements:

1. The equipment lease pricing shall be quoted for both a 36-month term and 48-month term. 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. The Respondent will allow unlimited print counts with no additional charge for printing - with annual print count and service reviewed for the purpose of adjusting billing.
3. The Respondent 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 'rate price' shall be fixed for the term of the contract.
5. The District does not guarantee any specific monthly print volumes/copies for the length of the lease.
6. The service agreement shall include all maintenance, repairs, parts, rental costs and consumable supplies (including staples, but excluding paper). In addition, the vendor 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 NIST800-88 standards at no charge 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.

Statement of Interest

The Respondent must provide a signed Statement of Interest with the name and address of the company expressing interest and capability to perform the work.

Firm Description and Background

The Respondent must provide the following:

- Firm name, address, web address, telephone number and fax number
- Contact person (direct phone number and email)
- Number of years in business under current name
- Type of organization
- Multifunction printers offered in-house
- Staffing information
- List any previous names of firm
- General information on the firm (locations, staffing, etc.)
- Detailed information on the office and staff who will be serving the District, including any subcontractors used, if any.

- A copy of the firm's financial statement
- Identify whether the firm (under current or previous names) has been terminated within the last five years from a project by a school district or other governmental entity and, if so, for what reason, and list the name and contact information for the school district or other governmental entity.

Information regarding firm's relationship with education or similar institutions

- Provide a list of all school district or educational institution clients for which you have provided multifunction device services for in the last 10 years. Include project description, the type of multifunction printer installation, other services provided and the delivery method provided, as well as the client contact information.
- Information regarding Firm Workload
 - Provide the percentage that educational projects made up of your total project workload in the last 12 months.

IT Department Relations and Interface

Proposed interaction with the District's IT Department.

Security Specifications

Proposed security measures.

Removal of equipment

Proposal regarding removal of equipment.

Transportation of Deliverables

Proposal to address the requirement regarding transportation of deliverables.

Project Implementation Plan

Proposed project implementation plan within the dates specified, previously. The required information must address the manner of performance and costs, when relevant.

Installation of devices shall take place on the following dates: December 28 - 30, 2021 and January 4-6, 2022. All installations must be completed by January 6, 2022.

Information regarding Key Personnel and Response Time

1. 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.
2. It is a requirement for the vendor to have a technician to be on-site within four hours of the initial service call. Please provide a copy of the service level agreement (SLA).

3. The District requires two 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.
4. The vendor must have an Operation Center (OC) within 300 miles from the Town of Cicero for parts and additional service.
5. With consideration to the District's Maintenance/Support Services minimum specifications, 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 multifunction printers.
2. The firm's ability/experience to work in Cook County, 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 references which must be education institutions or similarly situated institutions in Illinois for which you have provided technology/multifunction printer services in the last five years.

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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
- ☐ Statement of Interest
- ☐ Firm Description and Background
- ☐ IT Department Relations and Interface
- ☐ Security Specifications
- ☐ Removal of Equipment Proposal
- ☐ Transportation of Deliverables Proposal
- ☐ Project Implementation Plan
- ☐ Information Regarding Key Personnel and Response Time
- ☐ Information Regarding Project Approach
- ☐ Proposed Pricing Sheet (Attachment 3)

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)

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.

Addendum #

Dated

Addendum #

Dated

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 or 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 MANY 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 _____
(Please Identify) ☐ Female Owned (F)

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.

2. Name _____
 Address _____

 Contact Person _____
 Telephone # _____

Length of time service has been provided _____

Summary of project/services:

2. Name _____
 Address _____

 Contact Person _____
 Telephone # _____

Length of time service has been provided _____

Summary of project/services:

3. Name _____
 Address _____

 Contact Person _____
 Telephone # _____

Length of time service has been provided _____

Summary of project/services:

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:

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, 24th Street
Cicero, IL 60804

ATTACHMENT 1

******SAMPLE AGREEMENT******

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. The District requires certain digital multi-functional devices and services.
- B. The Contractor will supply such equipment and coordinate such services as deemed necessary and approved by the District. The District shall reimburse Contractor for the provision of the equipment and services in accordance with the terms and provisions of this Agreement.
- C. 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 14 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 agent, employee, or representative of Contractor is eligible to work with any District students. Only those agents, employees, or representatives of Contractor approved by District shall work with District students. District may revoke approval of any 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:

Cicero School District 99
Attn: Assistant Superintendent of Business Affairs/CFO/CSBO
5110 W. 24th 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:

- A. Fees for Service (to be attached)
- B. Equipment Requirements (to be attached)
- C. Liquidated Damages (to be attached)

ATTACHMENT 2

District 99 Buildings	
Building	Address
Burnham	1630 S. 59th Avenue
Cicero East	2324 S. 49th Avenue
Cicero West	4937 W. 23rd Street
Col East	3100 S. 54th Avenue
Col West	5425 W. 31st Street
Drexel	5407 W. 36th Street
Goodwin	2625 S. Austin Blvd.
Liberty	4946 W. 13th Street
Lincoln	3545 S. 61st Avenue
McKinley	5900 W. 14th Street
Roosevelt	1500 S. 50th Avenue
Sherlock	5347 W. 22nd Place
Unity	2115 S. 54th Avenue
Warren Park	1225 S. 60th Court
Wilson	2310 S. 57th Avenue
Woodbine	3003 S. 50th Court
EC Center	5330 W. 35th Street
Service Center	5835 W. Roosevelt Rd.
Trans Center	1942 S. Laramie Ave.
Ad Building	5110 24th Street

ATTACHMENT 3

Equipment List & Proposed Pricing Sheet

The pricing you are providing us is for the cost of the individual machine with maintenance for unlimited print counts. This does not require your company to provide an in-house technician for District 99. The projected counts of devices are included in the chart below:

Type of Device	Count of Devices needed	36 Month Cost per device	48 Month Cost per device
Black/white minimum of 120 pages per minute - booklet finisher/hole punch - similar to Toshiba 1208A	1		
Black/white minimum of 85 pages per minute - booklet finisher/hole punch - similar to Toshiba 8518A	17		
Black/white and color minimum of 75 pages per minute - external staple finisher - similar to Toshiba 7516AC	1		
Black/white and color minimum of 55 pages per minute - external staple finisher - similar to Toshiba 5516AC	1		
Black/white minimum of 55 pages per minute - external staple finisher - similar to Toshiba 5518A	1		
Black/white minimum of 45 pages per minute - inner finisher - similar to Toshiba 4518A	10		

Black/white and color minimum of 35 pages per minute - external staple finisher - similar to Toshiba 3515AC	4		
Black/white and color	16		
minimum of 35 pages per minute - inner finisher similar to Toshiba 3515AC			
Black/white minimum of 35 pages per minute - similar to Toshiba 3518A	64		
Black/white and color minimum of 35 pages per minute - envelope drawer - similar to Toshiba 330AC	16		
MICR Check printer - extra drawer cassette - similar to HP M806DN	1		

Questions and Answers	
What is the maximum time it will take for someone to arrive at the site to service the devices?	
What are the standard service hours?	
Is there a cost for service within standard service hours, if so, what is the cost?	

Is there a cost for service outside of the standard service hours, if so, what is the cost?

Would we be able to add on additional devices during the term of the agreement?

Will the initial quoted cost above be honored if we add additional devices?	
Does your company use PaperCut with any of your other customers? If not, what do you use for scanning?	
Are PaperCut licenses included with this pricing? If not, what is the additional cost? (per device, per month, per year)	
Do you have the above count of devices needed in stock? What is the lead time in gathering this stock?	
Removal Plan for old devices and installation of new devices: (removal, storage, transportation etc.)	
Are there any additional costs to the district for the removal plan?	
Are there any additional costs not included in the above pricing?	