

Specification No.: 12-250047
Advertisement Date: December 3, 2012

**BID SOLICITATION FOR
HEARING ASSISTIVE TECHNOLOGY (HAT) FREQUENCY MODULATION (FM) EQUIPMENT
FOR THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

Required for use by the Office of Special Education and Supports

**Contract Period: Two (2) years from Contract commencement
with the Board having One (1) option to extend for additional one (1) year period.**

ONE (1) ORIGINAL HARD COPY OF THIS BID TO BE SWORN BEFORE A NOTARY PUBLIC IS TO BE PROVIDED AND ONE (1) COMPACT DISC (CD) CONTAINING AN ELECTRONIC COPY IN PDF AND IN MICROSOFT EXCEL (FOR THE BID TABULATION PAGES ONLY) FORMAT. THE ONE (1) CD MUST CONTAIN ALL THE INFORMATION THAT THE HARD COPY CONTAINS. BID CONTRACTS AWARDED WILL BE POSTED ONLINE ON THE CPS WEBSITE. IF BIDDER DESIGNATES ANY PORTION OF ITS SUBMITTAL AS EXEMPT UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT ("FOIA"), BIDDER SHALL ALSO PROVIDE ONE (1) ELECTRONIC VERSION OF THE REDACTED BID ON CD.

ALL BIDS SHALL BE ADDRESSED AND RETURNED TO:

**Sébastien de Longeaux, Chief Procurement Officer
Department of Procurement and Contracts
Board of Education of the City of Chicago
Bid/Bond Room
125 S. Clark Street, 10th Floor
Chicago, IL 60603**

BIDS MUST BE RECEIVED NO LATER THAN DECEMBER 18, 2012, 2:00 P.M. CENTRAL STANDARD TIME AT THE ABOVE ADDRESS. LATE BIDS WILL NOT BE ACCEPTED.

A Pre-Submittal Conference will be held on December 10, 2012 at 10:00 a.m. Central Standard Time, at the Chicago Public Schools Headquarters, 125 S. Clark Street, 17th Floor, Conference Room #1, Chicago, Illinois. Attendance is not mandatory, but encouraged. A MBE/WBE Networking Session will follow immediately after the Pre-Submittal Conference.

ISSUED BY THE DEPARTMENT OF PROCUREMENT AND CONTRACTS

**RAHM EMANUEL
MAYOR**

**BARBARA BYRD-BENNETT
CHIEF EXECUTIVE OFFICER**

**DAVID J. VITALE
PRESIDENT
CHICAGO BOARD OF EDUCATION**

**SÉBASTIEN DE LONGEAUX
CHIEF PROCUREMENT OFFICER**

**For current Bid/RFP/RFQ information, log in at:
www.csc.cps.k12.il.us/purchasing**

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I. GENERAL INVITATION

REQUEST FOR BID FOR HEARING ASSISTIVE TECHNOLOGY (HAT) FREQUENCY MODULATION (FM) EQUIPMENT

The Board of Education of the City of Chicago (the "Board") invites the submission of bids from firms ("Bidders") that wish to provide Hearing Assistive Technology (HAT) Frequency Modulation (FM) Equipment ("Products") to the Board. The Board reserves the right to (i) select one or more Bidders to provide the Products outlined herein; (ii) accept portions of the bid from one or more Bidders; or (iii) reject any and all bids.

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

Bids must be submitted in sealed envelopes or packages. The outside of the envelope or package must clearly indicate the name of the project ("Hearing Assistive Technology (HAT)/Frequency Modulation (FM) Equipment Bid") the time and dates specified for receipt (2:00 P.M., December 18, 2012) and the name and address of the Bidder.

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

Bidder shall bear all costs of responding to this Bid.

Downloaded Bid Solicitations

This Bid and all attachments are available for download from the Board's website at: http://www.csc.cps.k12.il.us/purchasing/bid_openings.html

Questions regarding the bidding process should be addressed to:

ATTN: Martha S. Escareno, CPPB

Tel. (773) 553-2284
Fax (773) 553-2251
Email: mescareno@cps.edu

NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA E-MAIL NO LATER THAN DECEMBER 7, 2012 AT 12:00 NOON (CENTRAL STANDARD TIME).

Questions received by the deadline will be answered at the Pre-Submittal Conference and the written clarification will also be posted on the Board's website at: <http://www.csc.cps.k12.il.us/purchasing>. Oral clarifications offered by any Board employee will not be binding to the Board. Late questions will not be answered.

Addenda:

Any revisions of this Bid deemed necessary by the Chief Procurement Officer will be made only by an addendum issued by the Department of Procurement and Contracts prior to the response due date of this Bid. A copy of any such addendum will be posted on the Office of Procurement and Contracts website at: http://www.csc.cps.k12.il.us/purchasing/bid_openings.html and may be e-mailed or mailed to Bidders who have not waived receiving such materials directly. Failure on the part of the Bidder to receive any written addenda will not be grounds for withdrawal of a Bid. Bidder must acknowledge receipt of each addendum issued on the Bid Execution Page.

I. **GENERAL INVITATION**

Waiver:

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

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II. GENERAL TERMS AND CONDITIONS

1. **Contract:** If selected to provide the Products herein, the Bidder shall adhere to the terms and conditions contained in this bid solicitation. The term "Contract" hereinafter refers collectively to this bid solicitation, all exhibits attached hereto and/or incorporated herein by reference, all addenda, the Bidder's response to this bid solicitation, and acceptance by the Board of such bid. In case of any conflict between the terms and conditions of this bid solicitation and the Bidder's response, the terms and conditions of the bid solicitation shall govern and control for all purposes.
2. **Term of Contract:** The term of this Contract shall commence on the date stated on the Bid Execution Page and end two (2) years thereafter ("Term"), unless terminated sooner as provided herein. The Board shall have the unilateral right to extend this Contract for one (1) additional one (1) year period, or any shorter period of time as determined by the Board, upon the same terms, conditions and pricing (each an "Extended Term"). No later than thirty (30) calendar days prior to the expiration of the then current term, the Chief Procurement Officer of the Board ("CPO") shall give the Bidder written notice of the Board's intent to exercise its option to extend for the approaching option period. The date on which the CPO gives notice is the date the notice is mailed, if it is mailed; or, the date the notice is sent by confirmed facsimile. The Board's option to extend is contingent upon formal Board approval, which may be subsequent to notice from the CPO, and the appropriation of sufficient funds for the procurement of Products provided for in this bid.
3. **Quantity, Purchase Orders, Delivery of Products, Inspection:**
 - A. **Quantity:** The Board assumes no obligation hereunder to purchase any quantity of Products other than those identified on a purchase order issued by the Board.
 - B. **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form ("PO"). The pre-printed terms and conditions found on the ("PO") shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Contract.
 - C. **Packaging and Shipment; Risk of Loss:** Bidder shall package and ship all Products in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the PO or some other notification from Board) with freight prepaid. Bidder shall purchase insurance to cover the shipping period. It is understood and agreed that the Board shall have no liability for any shipping or insurance charges not included in the prices quoted on the Bid Tabulation Pages. The Board may adjust the PO or shipping destination any time up to five (5) business days prior to shipment. The risk of loss and damage to Products ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Products ordered hereunder.
 - D. **Inspection and Out-Of-Box Failures:** The Board reserves the right to inspect all Products upon delivery and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the Specifications, as more particularly described in Section IV herein. Final inspection resulting in acceptance or rejection of the Products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the Board of its rights to reject Products or to claim reimbursement or damages for such Products which are later found to be defective or not in conformance with the Specifications. Products which do not conform to the Specifications or that are otherwise damaged must either, at the Board's discretion, be retrieved by Bidder (at Bidder's expense) for replacement at no charge to the Board, or the Board may cancel that portion of the purchase order relating to the nonconforming Products at no charge to the Board. For any such returned Products, the Board shall either debit or offset from Bidder the cost of such Product plus freight, or receive a refund for such, at Board's discretion.

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E. Uniform Commercial Code: In the absence of a governing provision under this Contract or should any provision of this Contract be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.

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

4. Standards of Performance: Bidder shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to supply all Products effectively and efficiently and to the satisfaction of the CPO. Bidder shall use efficient business administration methods and supply the Products in the most expeditious and economical manner so as to assure, among other things, that the Products are supplied at a reasonable cost to the Board and that Products supplied by other entities or persons in connection with this Contract are efficiently and cost-effectively delivered. Bidder acknowledges that, if in the course of providing the Products hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Bidder agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Products or payment for any of the Products by the Board does not relieve Bidder of its responsibility for any nonconformity with the Specifications or any defects in the Products. Bidder shall remain responsible for all Products supplied hereunder, whether furnished by Bidder or its subcontractors or others on its behalf.

5. Compensation and Pricing:

A. Compensation: The total maximum compensation amount payable to Bidder pursuant to this Contract shall not exceed the amount specified in Attachment VIII, on the Bid Execution Page, with no reimbursement for expenses except as specifically set out in this Contract. Bidder is not entitled to any payment nor is the Board obligated to pay Bidder any amount solely by virtue of entering into this Contract. The maximum payment amount for any Extended Term shall be established by the Board. Unless the Board has requested that Products ordered before the effective termination or expiration date be delivered after the effective date of termination or expiration, the Board shall not have any liability for any Products delivered after the effective expiration or termination date.

B. Prices: The prices indicated on the Bid Tabulation Pages shall be firm for the duration of this Contract and any extensions thereof.

6. Billing and Payment Procedures; Electronic Payments:

A. Billing and Payment Procedures: All invoices must include: a valid purchase order number, itemized description of the Products delivered, date the Products were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Contract. If Bidder has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Products supplied under this Contract. Original invoices must be submitted to:

Chicago Public Schools
Accounts Payable
P.O. Box 661
Chicago, Illinois 60690-0661

B. Electronic Payments: Bidder agrees that, at the Board's sole discretion, the Board may make payment electronically to Bidder for any and all amounts due to Bidder pursuant to this

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Contract by means of the Board's procurement charge card account. Bidder recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Bidder further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Bidder agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

7. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Contract, the Board shall notify Bidder and this Contract shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Board be liable to the Bidder for any amount in excess of the current amount appropriated and budgeted by the Board to fund payments under this Contract.
8. **Audit and Document Retention:** Bidder shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Bidder with this Contract. Bidder shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Products, and compliance with applicable MBE/WBE requirements. Failure of the Bidder to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Bidder for the cost of such audit. Bidder shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Bidder's supply of Products under this Contract. All records referenced above shall be retained for five (5) years after the termination or expiration of this Contract and shall be subject to inspection and audit by the Board. Bidder shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
9. **Termination, Events of Default, and Remedies:**

A. **Early Termination:** The Board may terminate this Contract in whole or in part without cause, at any time by a notice in writing from the Board to Bidder in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received or the date stated in the notice, whichever is later.

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

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

Bidder shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Bidder or the Board to the extent inconsistent with this provision.

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B. Suspension of Product Delivery: The Board may, upon thirty (30) calendar days written notice, direct Bidder to suspend the supply of Products. Bidder shall promptly resume delivery of Products upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Bidder. Responsibility for any additional costs or expenses actually incurred by Bidder as a result of remobilization shall be determined by mutual agreement of the parties.

C. Bidder's Events of Default: Events of default ("Events of Default") include, but are not limited to, the following:

- 1) Any material misrepresentation by Bidder in the inducement or the performance of this Contract.
- 2) Breach of any term, condition, representation or warranty made by Bidder in this Contract.
- 3) Failure of Bidder to perform any of its obligations under this Contract, including, but not limited to, the following:
 - a) Failure to supply any portion of the Products herein at the time fixed for performance and in the manner specified herein;
 - b) Failure to maintain sufficient personnel and equipment or sufficient material to ensure the timely delivery of the Products;
 - c) Failure to supply the Products in a manner reasonably satisfactory to the Board or the CPO;
 - d) Failure to promptly re-supply, within a reasonable time and at no cost to the Board, Products that were determined by the Board to be defective or failing to meet the Specifications;
 - e) Discontinuance of the supply of the Products for reasons within Bidder's reasonable control; or
 - f) Failure to comply with any term of this Contract, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Contract constituting an Event of Default.
- 4) Default by Bidder under any other agreement Bidder may presently have or may enter into with the Board;
- 5) Any action or failure to act by Bidder which affects the safety and/or welfare of students or Board staff; and
- 6) Assignment by Bidder for the benefit of creditors or consent by Bidder to the appointment of a trustee or receiver or the filing by or against Bidder of any petition or proceeding under any bankruptcy, insolvency or similar law.

D. Remedies: The occurrence of any Event of Default which Bidder fails to cure within fifteen (15) calendar days (or such other period as the CPO may authorize in writing) after receipt of notice given in accordance with the terms of this Contract and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within said cure period after notice, Bidder fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Bidder in default. Whether to declare Bidder in default is within the sole discretion of the CPO. Written notification of an intention of the CPO to terminate this Contract, in whole or in part, shall be provided and shall be final and effective upon Bidder's receipt of such notice or on the date set forth in the notice, whichever is later. Upon the giving of such notice as provided in this Contract, the Board may invoke any or all of the following remedies:

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- 1) The right to take over and complete the supply of Products or any part thereof, by contract or otherwise as agent for and at the cost of Bidder either directly or through others. Bidder shall be liable to the Board for any excess costs incurred by the Board. Any amount due Bidder under this Contract or any other agreement Bidder may have with the Board may be offset against amounts claimed due by the Board;
- 2) The right to terminate this Contract, in whole or in part, as to any or all of the Products yet to be supplied effective at a time specified by the Board;
- 3) The right to suspend the supply of Products during the fifteen (15) day cure period if the default results from Bidder's action or failure to act which affects the safety or welfare of students or Board staff;
- 4) The right to specific performance, an injunction or any other appropriate equitable remedy;
- 5) The right to receive from Bidder any and all damages incurred as a result or in consequence of an Event of Default;
- 6) The right to money damages;
- 7) The right to withhold all or part of Bidder's compensation under this Contract; and
- 8) The right to use an Event of Default as a basis to deem Bidder non-responsible in future contracts to be awarded by the Board and/or seek debarment of the Bidder pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended from time to time.

The Board may elect not to declare Bidder in default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Bidder to continue to supply the Products despite one or more Events of Default, Bidder shall in no way be relieved of any responsibilities, duties or obligations under this Contract nor shall the Board waive or relinquish any of its rights under this Contract, at law, equity or statute, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

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

If the Board's election to terminate this Contract for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to 9.a above.

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

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10. **Representations and Warranties of Bidder:** Bidder represents and warrants that the following shall be true and correct as of the effective date of this Contract and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the Term of this Contract:
- A. **Contractor's Disclosure Form:** The disclosures in the Contractor's Disclosure Form submitted by Bidder to the Department of Procurement and Contracts are true and correct. Bidder shall promptly notify the Board of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- B. **Financially Solvent:** Bidder warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to supply all Products and perform all obligations under this Contract.
- C. **Compliance with Laws:** Bidder is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the supply of Products in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Bidder is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.
- D. **Gratuities:** No payment, gratuity or offer of employment was made by Bidder, any of its members if a joint venture or, to the best of Bidder's knowledge, by any subcontractors, in relation to this Contract or as an inducement for award of this Contract. Bidder is and shall remain in compliance with all applicable anti-kickback laws and regulations.
- E. **Ethics:** No officer, agent or employee of the Board is or shall be employed by Bidder or has or shall have a financial interest, directly or indirectly, in this Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as may be amended from time to time, which policy is hereby incorporated by reference into and made a part of this Contract as if fully set forth herein.
- F. **Good Standing:** Bidder, each of its joint venture members if a joint venture, and each of its subcontractors, if any, are not in default or have not been deemed by the Board's Chief Procurement Officer to be in default under any other Contract with the Board during the five (5) year period immediately preceding the effective date of this Contract, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Contract.
- G. **Authorization:** Bidder has taken all action necessary for the approval and execution of this Contract, and execution by the person signing on behalf of Bidder is duly authorized by Bidder and has been made with complete and full authority to commit Bidder to all terms and conditions of this Contract which shall constitute valid, binding obligations of Bidder.
- H. **Warranty of Title:** Bidder warrants title to the Products and that the Products are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that the Bidder has the lawful right to dispose of and sell the Products and that the Bidder shall warrant and defend its title against all claims.
- I. **Prohibited Acts:** Within the three (3) years prior to the effective date of this Contract, Bidder or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or

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employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

11. **Independent Contractor:** It is understood and agreed that the relationship of Bidder to the Board is and shall continue to be that of an independent contractor and neither Bidder nor any of Bidder's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Bidder, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Bidder shall be the sole responsibility of Bidder. Bidder agrees that neither Bidder nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Bidder shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.
12. **Indemnification:** Bidder agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Bidder, its officers, agents, employees and subcontractors in the performance of this Contract. This includes, but is not limited to, the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation.

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

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

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

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

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13. **Non-Liability of Board Officials:** Bidder agrees that no Board member, employee, agent, officer and/or official shall be personally charged and/or held personally liable by Bidder, its members if a joint venture, and/or any subcontractors with any liability or expense under this Contract.
14. **Insurance:** Bidder, at its own expense, shall procure and maintain insurance covering all operations under this Contract, whether performed by Bidder or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Bidder shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Services under this Contract. Minimum insurance requirements include the coverage set forth below and when applicable, any additional insurance will be specified in Section III, Specific Terms and Conditions, Insurance:

A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

B. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

C. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Contract, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

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

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board reserves the right to withhold payment under this Contract pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
125 S. Clark Street, 10th Floor
Chicago, Illinois 60603
ATTN: Martha S. Escareno

II. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

Certificate Monitoring Company:

Topiary Communications Inc.

676 N. LaSalle - Suite 230

Chicago, IL 60654

Phone: (312) 494-5709

Email: dans@topiarycomm.net

URL: <http://www.cpsvendorcert.com> (designated website for online registration, insurance certificate submissions and annual fee payments)

II. GENERAL TERMS AND CONDITIONS

15. **Non-Discrimination:** It shall be an unlawful employment practice for Bidder or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Bidder shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. §1400; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Bidder's employees or the Bidder's subcontractors' employees.
16. **Assignment:** This Contract shall be binding on the parties and their respective successors and assigns; provided, however, Bidder may not assign this Contract or any obligations imposed hereunder without the prior written consent of the Board.
17. **Entirety of Agreement and Amendments:** This Contract, including all attachments and addenda, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Contract shall be effective unless such modification or amendment is in writing and signed by both parties. Any prior agreements or representations, either written or oral, relating to the subject matter of this Contract are of no force or effect. The Board shall not be bound by any terms and conditions in any packaging, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, abridge, or abrogate the terms and conditions contained in this bid solicitation or Contract, or the Board's contractual rights as provided under state or federal law.
18. **Continuing Obligation To Perform:** In the event of any dispute between Bidder and the Board, Bidder shall expeditiously and diligently proceed with the performance of all of its obligations under this Contract with a reservation of all rights and remedies it may have under or pursuant to this Contract at law or in equity.
19. **Survival/Severability:** All express representations or indemnifications made or given in this Contract shall survive the expiration or termination of this Contract for any reason. If any provision or part of this Contract is held to be unenforceable, this Contract shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Contract shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
20. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

Bidder irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Contract. Bidder agrees that service of process

II. GENERAL TERMS AND CONDITIONS

on the Bidder may be made, at the option of the Board, by either registered or certified mail to the address specified on the Bid Execution Page, by registered or certified mail addressed to the office actually maintained by the Bidder, or by personal delivery on any officer, director, or managing or general agent of the Bidder. If any action is brought by the Bidder against the Board concerning this Contract, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

21. **Waiver:** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder shall be construed as any type of waiver of any such right, and the Board reserves the right to exercise any such right from time to time as often as may be deemed expedient.
22. **Conflict of Interest:** This Contract is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.
23. **Indebtedness:** Bidder agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
24. **Inspector General:** Each party to this Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
25. **Right of Entry:** Bidder and any of its Staff supplying Products shall be permitted to enter upon a school site or other Board property in connection with the supply of the Products hereunder, subject to the terms and conditions contained herein and those rules established by the Board. Bidder shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a school site or other Board property given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Bidder shall use, and shall cause each of its Staff to use, the highest degree of care when entering upon any property owned by the Board in connection with the supply of the Products. In the case of any property owned by the Board, or property owned by and leased from the Board, Bidder shall comply and shall cause each of its Staff, to comply with any and all instructions and requirements of Board or authorized Board representative for the use of such property. Any and all claims, suits or judgments, costs, or expenses, including, but not limited to, reasonable attorneys fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Bid including without limitation the indemnification provisions contained in Section 13.
26. **Joint and Several Liability:** In the event that Bidder, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Bidder shall be the joint and several obligation or undertaking of each such individual or other legal entity.
27. **MBE/WBE Program:** Bidder acknowledges that it is familiar with the requirements of the Board's "*Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts*", which is incorporated herein by reference as if fully set forth herein. Bidder agrees to adhere to the minimum participation goals set forth herein and to all other applicable MBE/WBE requirements as set forth in the program. Bidder agrees to submit such documentation in connection with the program as may be requested by the Board.

II. GENERAL TERMS AND CONDITIONS

28. **Notices:** All notices required under this Contract shall be in writing and sent to (1) the Bidder at the address and to the person set forth on the Bid Execution Page or to such other addresses or person as may be designated by Bidder in writing, and (2) to the Board at the addresses set forth below. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD: Chief Procurement Officer
Board of Education of the City of Chicago
Office of Procurement and Contracts
125 South Clark Street, 10th Floor
Chicago, Illinois 60603

Copy to: James L. Bebley, General Counsel
Board of Education of the City of Chicago - Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603

29. **Debarment Policy:** Bidder acknowledges that, in supplying the Products for the Board, Bidder shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.
30. **Force Majeure:** Neither party will be liable for any failure or delay in performance under this Contract due to fire, explosion, earthquake, flood or other natural disaster, unavailability of necessary utilities or raw materials, war, insurrection, riot, act of God or the public enemy, or any other event beyond the reasonable control (each a "Force Majeure") of the party whose performance is to be excused, provided that such party gives the other party written notice thereof promptly and, in any event, within seven (7) calendar days after discovery thereof and uses its best efforts to continue to so perform or cure. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure. Where the Bidder's performance is to be excused due to a Force Majeure but such delay would substantially impair the performance of the Board's operations under this Contract, the Board shall have the right to terminate this Contract immediately upon written notice to the Bidder.

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III. SPECIFIC TERMS AND CONDITIONS

1. **Review of Acceptance:** Bidder shall not commence the Services and the Board shall not be liable for any costs incurred by Bidder, without a Contract executed by the Board.
2. **Account Management:** Bidder must provide a single point-of-contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. The awarded Bidder shall also be required to have periodic meetings with the Department of Procurement and Contracts personnel for regular contract review meetings as well as an annual business review at a time determined by the Department of Procurement and Contracts. Bidder must also provide management reporting related to the Board's spending with the Bidder including, but not limited to, summary reports on spending trends and on expenditures of Products from the Bidder by category on a quarterly basis. Bidder must support the Board with an appropriate number of personnel to meet the Board's needs.
3. **Principals and Authorized Personnel Right to Direct:** The principals and authorized personnel of the Board's Office of Special Education and Supports shall have the authority, to the maximum extent possible, to direct Bidder and its subcontractors when delivering Products on Board property.
4. **Delivery/Time of Performance:** Bidder shall provide standard delivery for all Products within three (3) business days free of any delivery charges. All inside or in service-dock deliveries will be made to all locations as specified by the Office of Special Education and Supports including, but not limited to, schools, network offices, warehouses and Central Office. Bidder shall deliver Products during the hours of 8:00 a.m. until 3:00 p.m. or at a time agreed upon by the User and the Bidder.
5. **Orders/Service:** Within twenty-four (24) hours of the receipt of an order, Bidder must notify the Office of Special Education and Supports, if the delivery of any Products will be delayed. Under no circumstances shall Bidder deliver Products without an approved Purchase Order.
6. **Product Compliance:** All Products shall comply with the local, state and federal health and safety standards including, without limitation, the Federal Communication Commission, the Consumer Protection Agency, Federal Trade Commission and Federal Drug Administration standards and guidelines.
7. **Warranty:** Bidder hereby warrants that all Products furnished hereunder shall be new and conform to the specifications in Section IV ("Specifications"). The Products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship and design for a period of two (2) years from date of receipt of shipment unless otherwise stated in Section IV. The Board shall have the option to require Bidder to repair or replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for any payment therefore. Repaired Products shall be warranted for a minimum period of one (1) year from completion of repairs or the remainder of the Product's original warranty, whichever is longer. The warranty period for any Product replaced shall be one (1) year from the date the replaced Product is received by the Board, unless otherwise indicated in the Specifications in Section IV. Bidder shall be responsible for postage charges for all warranty shipments. This warranty shall survive inspection, acceptance, payment and expiration or termination of this Contract.
8. **Trade-Ins:** A trade-in allowance must be provided for obsolete equipment.
9. **Fitting and technical Support:** As requested by the Board, Bidder shall assist in the fitting for their Products. Bidder shall ensure each manufactured Product fits the individual. Bidder and the Board shall jointly determine the process for ensuring that each Product fits.

III. SPECIFIC TERMS AND CONDITIONS

10. **Product Recall:** In accordance with Section II, General Terms and Conditions, paragraph 29 of the Contract, Bidder shall notify the Board within forty-eight (48) hours of Bidder's receipt of any manufacturer or government issued recalls on Products purchased by the Board pursuant to the Contract. All Products purchased by the Board subject to a recall shall be replaced at no cost to the Board by Bidder with the same make and model Product within ten (10) business days of Bidder notifying the Board of the recall. If the same make and model Product is not available due to the recall, then Bidder shall provide a Product comparable to the recalled Products in terms of quality and price. Acceptance of the comparable Product shall be at the sole discretion of the Chief Procurement Officer. If the Chief Procurement Officer rejects in writing the comparable Product, Bidder shall remove all the recalled Products from the Board sites and provide a full refund for each recalled Product within ten (10) business days of receiving the Chief Procurement Officer's rejection of the comparable Products. Replacement of the recalled Products shall include delivery of the same make and model Products or the comparable Products (if accepted) to the sites where the recalled Products are located and removal of the recalled Products at no cost to the Board. Bidder shall remove all recalled Products from Board property at the time the replacement Products are delivered.
11. **Program Monitoring and Evaluation:** In order for the Board to monitor and evaluate Bidder's performance throughout the Term of the Contract, all awarded Bidders must work closely with the Board to create project-specific measurements utilizing data collection and data management system. Bidder shall provide quarterly reports to the Department of Procurement and Contracts, which shall include, but not be limited to: Product(s) sold and defective parts.
12. **Participation by Other Local Government Agencies:** Other local government agencies ("Local Government Agencies") may be eligible to purchase Products pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Board of Education's Chief Procurement Officer, and if such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Bidder to supply the Products to the Board or Board's user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. The Board assumes no authority, liability or obligation on behalf of any Local Government Authority.
13. **Charter School Participation:** Charter schools which receive funding from the Board shall be eligible to purchase Products pursuant to the terms and conditions of this Contract and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to Bidder. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.

IV. SPECIFICATION OF PRODUCTS

GENERAL INFORMATION

1. Manufacturers listed in the Bid Tabulation Page are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. The CPO will be the sole determiner as to whether the substituted item is of equal or better specification.
2. If an awarded brand/model is discontinued during the award period, the awarded Bidder may offer a replacement item at the same or lower price as the original item. The replacement item must meet or exceed minimum specifications listed herein as well as current industry standards. Replacement units must be made available to the Board's CPO for review and approval prior to substitution. The Board reserves the right to accept or reject the replacement item.
3. Quantities/amounts shown on the Bid Tabulation Page or in this Bid Solicitation are estimates. Bidders are advised that the actual number purchased/required may vary from those indicated herein, depending upon the needs of the Board and the availability of funds. Unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.
4. If after the award of the bid there is a decrease in the price of product from the manufacturer, or a rebate, the successful Bidder will pass that price decrease and/or rebate onto the Board.

BACKGROUND INFORMATION

The Board's Office of Special Education and Supports is soliciting bids from qualified Bidders to provide Hearing Assistive Technology (HAT) Frequency Modulation (FM) Equipment (also referred to as "Products") to be used by students with hearing impairments attending Chicago Public Schools.

Chicago Public Schools utilizes Remote Microphone Hearing Assistive Technology (HAT), also referred to as Frequency Modulation (FM). It is a wireless communication system designed for students with a variety of documented auditory disabilities. It operates in the VHF Band 216 and 217 MHz (23 narrow band channels) and in the 2.4 GHz band. However, in many settings, students will need to operate the FM system on different channels in different classrooms. Each FM wireless system consists of a synthesized FM transmitter and an FM receiver OSSE-Integrated Device.

All equipment shall be compatible with CPS and student owned hearing instruments OSSE-Integrated or cochlear implant speech processors via Direct Audio Input or FM receiver integration without the need to disable technology of other manufacturers and without causing additional expense to Chicago Public Schools. Additionally, all equipment used with cochlear implant and OSSE-Integrated technology shall be approved for use by the OSSE-Integrated manufacturer. The FM equipment options shall also include applications for those students with normal hearing or unilateral hearing loss.

SPECIFICATION OF PRODUCTS

STUDENT FM WIRELESS RECEIVERS

General Requirements for all student FM Wireless receivers

- A range of channels available within the 216MHz – 217Mhz range
- Be programmable to allow for frequency selection
- Be synthesized to allow for channel selectivity
- Allow for custom programming of FM gain (advantage)
- Be able to change channels via remote frequency programming
- Have a built in antenna
- Be compatible with all district owned transmitters
- Meet FCC requirements for this type of FM operation

IV. SPECIFICATION OF PRODUCTS

General Requirement for FM receiver used with students with minimal or unilateral hearing loss, or Identified Auditory Processing Disorders.

- FM Receiver designed to complement existing therapies in children with minimal or unilateral hearing loss, auditory processing disorders and learning disabilities.

Unit No: Product Description

FM-REC-BW Body Worn

FM-REC-EL Ear Level

Requirements

- Ear level that fits the left or right ear
- Flexible ear pieces to fit practically any ear size
- Able to use a completely open fitting with a silicone retainer
- Have option to couple with a custom ear mold
- Have an Ear Wax detection system
- Wireless

General Requirements for FM receiver used in conjunction with student owned hearing system utilizing telecoi

FM-REC-NL Neck Loop

- Receiver compatible with all hearing instruments with a telecoil, to be headphone compatible and a manual volume control.

General Requirements for FM receiver used in conjunction with student owned hearing system

- Internal antenna
- Automatic frequency control system
- Be powered by the amplifier battery
- Be wireless and ear level

FM-REC-OP1 Receiver with Audio Shoe

Requirements

- Ability to connect to an audio shoe as the interface and a Behind the Ear (BTE) amplifier:
- Compatible with most widely utilized BTE hearing instruments used by students in the district.
- Operate with a DAI interface enabling the FM receiver to fit safely and securely on a variety of manufacturers BTE hearing instruments
- Have an internal antenna allowing for maximum sensitivity without need to adjust pin orientation to vertical or horizontal position
- Have a programmable mechanism which allows for FM off (HA only), FM/HA combination, or FM only

FM-REC-OP2 Semi Integrated

Requirements

IV. SPECIFICATION OF PRODUCTS

- Must connect directly to the hearing aid, enabling the FM to fit safely and securely

FM-REC-OP3 Osseo-Integrated Receiver

Requirements

- Receiver must operate with a DAI interface enabling the FM receiver to fit safely and securely on a variety of Osseo-integrated devices.

FM-REC-OP4 Bundled Semi Integrated

Requirements

- FM receiver semi integrated into a behind-the-ear (BTE) amplifier
- BTE amplifier/receiver programmable to allow for compression choices, gain and output and frequency adjustment
- Have a programmable volume control allowing at least up to a + or -10dB range

FM-REC-OP5 Cochlear Implant

Requirements

- Approved by the cochlear implant manufacturers for use with their products. The cochlear implant manufacturers currently in use by Chicago Public Schools are Cochlear Corporation, Med-El and Advanced Bionics.
- Couple directly to the ear level cochlear implant processor without the need of an adaptor if possible.
- As newer generation speech processors from different manufacturers are introduced, compatible FM systems shall be made available for use with these newer processors.

SOUND FIELD CLASSROOM SPEAKERS

General Requirements for all Sound Field Classroom Speakers

The student field classroom speaker shall have:

SF-CLA-SPK Classroom Speaker

Requirements

- Capability to automatically adjust the sound level according to the classroom environment to provide the best possible signal to noise ratio.
- Analyze the acoustical properties of the environment in real time to optimize its amplification parameters, eliminating the need for teacher adjustments.
- Have automatic frequency hopping for interference-free sound
- Have a floor stand and wall mount option
- Have a visible LED for easy status indicator
- Have a mini-USB port for easy upgrading
- Have a 12 speaker-line array that emits cylindrical sound waves. This design promotes sound distribution and minimizes late reverberation, found to degrade speech understanding.
- Accept multiple wireless inputs via the use of a MultiTalker network with inspiro and capability to pair with multiple microphone inputs.
- Have direct audio input capability

IV. SPECIFICATION OF PRODUCTS

Teacher FM WIRELESS RECEIVERS

General Requirements for FM Wireless Teacher Transmitters

- Operate in the VHF Band, 216 to 217 MHz (23 narrow band channels)
- Have dynamic FM
- Be compatible with all district owned receivers
- Have audio input capabilities
- Have an LCD display which clearly displays the current operating channel and the status of the battery

FM-TRAN-OPT1 Programming Transmitter

Requirements

- Capability to vary the gain of the transmitter with changes in the ambient noise levels of the classroom.
- Include Voice Activity Detector, which suppresses ambient noise when no speech signal is audible and when the receivers are silent, eliminates FM channel noise
- Have data logging capability which will log the microphone or audio input usage time, average noise level in the classroom, Monitoring results with time stamp, errors in transmitter and low battery
- Have the capability to integrate multiple microphone inputs
- Be able to perform a wireless check of the FM receivers with the press of one button
- Channel Finder to scan for interference-free channels
- An online measurement of ambient sound pressure level which helps to optimize microphone position and to keep noise levels low in the classroom
- An integrated synthesized channel selection which is software programmable
- A DFS button which electronically sets the receiver to the actual frequency of the transmitter channel and tunes the antenna for optimal reception
- Field replaceable batteries, (2) microphone options lapel and boom, and an auxiliary input cable
- Work with a Boom microphone which can be used on either ear, fits around the pinna, and slides open/closed to fit any size ear
- Independent mute switch; transmitter shall display on LCD screen the mute position
- Quick charge capabilities: 80 percent of battery capacity with two hours
- Ability to connect to outside audio source (TV, computer, CD player, etc.)
- An antennae integrated into the microphone cord

FM-TRAN-OP2 Basic Transmitter

Requirements

- An integrated synthesized channel selection which is software programmable
- ON/OFF button
- Antenna built into the lavalier cord
- ON/OFF button which electronically sets the receiver to the actual frequency of the transmitter channel
- A high quality beam forming microphones in the transmitter to pick up the speech from the front and effectively suppress noise from the rear
- Be shielded for wind and weather protection
- Ability to be programmed to different microphone modes
- Option for an external microphone input

IV. SPECIFICATION OF PRODUCTS

- Ability to connect to outside audio source (TV, computer, CD player, etc.)

FM-TRAN-OP3 Integrated MultiTalker (For use with transmitter)

Requirements

- Capability to vary the gain of the transmitter with changes in the ambient noise levels of the classroom
- An integrated MultiTalker Network (MTN)
- compatible with all district owned receivers
- A Voice Activity Detector, which suppresses ambient noise when no speech signal is audible and when the receivers are silent, eliminates FM channel noise
- Operate in the VHF Band, 216 to 217 MHz (23 narrow band channels) and in the in the 2.4 GHz band for MTN
- Quick charge capabilities 80 percent of battery capacity with one hour
- An on/off and mute switch
- An integrated battery
- Light-weight and cosmetically appealing.

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V. SUBMITTAL REQUIREMENTS

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

All original signature bids shall be submitted with pages numbered in a plastic three-ring binder with section dividers for each item listed below. Please do not send in spiral or velo binders. Each bid shall be submitted on standard 8 ½" x 11" bond paper bound on one side. Expensive papers and bindings are discouraged since no materials will be returned to the Bidder.

Format of Bid Response: All bids shall be submitted with pages numbered in a plastic three-ring binder with section dividers for each item listed in Section 2 below. Please do not send in spiral or velo binders. Each bid shall be submitted on standard 8 ½" x 11" bond paper bound on one side. Expensive papers and bindings are discouraged since no materials will be returned to the Bidder.

Contents of Response:

- A. **Bid Execution Page:** The Bid Execution Page must be appropriately completed.
- B. **Bid Tabulation Pages:** The Bid Tabulation Spreadsheet must be completed by Bidder in compliance with Section VII.
- C. **Contractor Disclosure Form (Refer to Attachment A):** The Contractor's Disclosure Form must be filled out in its entirety, signed and notarized and submitted with bid response.
- D. **W-9 Tax Form (Refer to Attachment B):** W-9 Form Request for Taxpayer Identification Number and Certification Affidavit properly completed.
- E. **MBE/WBE Compliance Plan (Refer to Attachment C):** All sections of the *Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts* that apply to your business entity must be filled out in their entirety. Any sections that do not apply must be clearly marked **N/A**. These completed documents must be submitted with the required copies of your Bid. Please note that all MBE/WBE documents in reference to your business that require a notarized signature must also be included in the submittal package. For the term of this Contract, Bidder shall adhere to the minimum goals set at 15% for MBE and 5% for WBE participation and shall adhere to all other applicable MBE/WBE requirements as set forth in the program.
- F. **References:** A minimum of three (3) references from entities for which the Bidder is currently providing, or has in the past provided programs of similar scope and magnitude. Bidder shall provide the name and telephone number of all contact persons. The Board reserves the right to contact these references.
- G. **Financial Statements:** Electronic copies on Compact Disc (CD) of audited financial statements or tax returns signed by the preparer (only if audited financial statements are not available) for the three (3) previous fiscal years must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Proposer(s).
- H. **Insurance requirements:** Evidence of current insurance coverage must be submitted. If awarded this Contract, and Bidder's current coverage does not meet the requirements stated in this Bid, the Bidder shall acquire the required insurance coverage, prior to supplying any Products.
- I. **Licenses:** Submit copies of your entities' applicable City of Chicago, State of Illinois licenses, and all other licenses relevant to the performance of this Contract

V. SUBMITTAL REQUIREMENTS

J. **Longevity of Business Organization:** List, and briefly describe how long your organization has been in business including any documentation that will support this information.

K. **Joint Ventures:** A copy of the executed joint venture agreement, if applicable, must be submitted. Indicate **N/A** if Bidder will not be part of a joint venture agreement.

L. **Legal Actions:** List, and briefly describe, any and all legal actions for the past three (3) years in which the Bidder has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance, or a defendant in a criminal action. Indicate **N/A** if Proposer does not have any legal actions as described above.

M. **Work History with Board:** List, and briefly describe, any past work history with the Board, including the specific project worked on or the specific products delivered to the Board.

N. **Bidder's Delivery of Specifications:** Bidder is required to submit the Manufacturer's Name, Product Number, pictures and specification information demonstrating that the product meets or exceeds all information listed in the specification for each item specified in Section IV, Specifications of Products that the Bidder is bidding upon. Each specification should include the corresponding unit number as provided in the Specifications of Products found in Section IV. Bidder shall specifically highlight how product meets or exceeds specification. General product brochures will not be accepted unless edited to the specific item. In addition, when applicable Bidder must demonstrate that the products is approved for use by the OSSE-Integrated manufacturer.

O. **Technology Capabilities of Bidder:** The Board has implemented Oracle's I-Procurement and I-Supplier Portal for purchasing transaction processing including the creation and maintenance of purchase requisitions and purchase orders. The Board also uses Procurement Cards (P-cards) to pay suppliers for filled purchase orders. The P-card currently uses a MasterCard issued by Citi Bank. The Board, at its discretion, reserves the right to change cards or banks at any time. It is preferred that bidder(s) selected have the technical capabilities listed below. Briefly describe whether Proposer has the following technical capabilities:

- 1) Ability to provide the Board with punch-out or transparent punch-out capabilities to the bidder's web site or through a business to business portal, such as Oracle Exchange.
- 2) Ability to provide the Board with an item catalog, and a content management process to ensure current and accurate content.
- 3) Ability to exchange data electronically for the following transactions, through EDI (Electronic Data Interchange).
 - i. Purchase Orders (ANSI-X12 Format, 850 Transaction Set).
 - ii. Purchase Order Acknowledgements (ANSI-X12 Format, 855 Transaction Set).
 - iii. Purchase Order Change Request (ANSI-X12 Format, 860 Transaction Set).
 - iv. Advance Shipment Notice (ANSI-X12 Format, 856 Transaction Set).
 - v. Invoice (ANSI-X12 Format, 810 Transaction Set).
 - vi. Receiving Advice (ANSI-X12 Format, 861 Transaction Set).
- 4) Ability to use iSupplier portal (provided by the Board) to receive and acknowledge purchase orders, and query invoice and payment information.
- 5) Ability to accept ACH (Automatic Clearing House) payments.
- 6) Ability to accept MasterCard for payment (as a P-card Transaction).
- 7) Ability to pass Level II or Level III data in the credit card transaction.

VI. EVALUATION CRITERIA AND BASIS OF AWARD

1. SELECTION PROCESS

- a) **Evaluation Committee:** An Evaluation Committee, which will include representatives from the Office of Special Education and Supports, the Department of Procurement and Contracts and may include representatives from other Board Departments, will review and evaluate the bids, in accordance with the evaluation criteria set forth below. The Evaluation Committee will submit its recommendation to the Chief Procurement Officer for review and concurrence, and request that the Chief Procurement Officer recommend to the Board that those Bidder(s) meeting the Board's criteria be awarded this Contract.
- b) **Competency of Bidder:** No award will be made to any person, firm or corporation that is in arrears or is in default with the Board, the City of Chicago, the State of Illinois and/or the County of Cook upon any debt or contract, or that is a defaulter upon any obligation to the Board, or has failed to perform faithfully on any previous contract with the Board.
- c) **Consideration of Bids:** The Chief Procurement Officer shall represent the Board in all matters pertaining to this bid. The Chief Procurement Officer reserves the right to reject any Bid and to disregard any informality in the Bids when, in his opinion, the best interest of the Board will be served by such action.
- d)
- e) **Addenda to this Bid Solicitation:** If Bidder is in doubt as to the true meaning of a part of this bid solicitation, a written request for interpretation thereof may be submitted to the Chief Procurement Officer. Any revisions of this bid solicitation deemed necessary by the Chief Procurement Officer will be made only by an addendum issued by the Department of Procurement and Contracts prior to the due date of this bid. A copy of any such addendum will be posted on the Office of Procurement and Contracts website at: http://www.csc.cps.k12.il.us/purchasing/bid_openings.html and may be e-mailed or mailed to Bidders who have not waived receiving such materials directly. Failure on the part of the Bidder to receive any written addenda will not be grounds for withdrawal of a Bid. Bidder must acknowledge receipt of each addendum issued on the Bid Execution Page. Oral clarifications offered by any Board employees will not be binding on the Board.

2. EVALUATION CRITERIA

Bidder shall be evaluated on the following criteria:

- a) Longevity of business organization
- b) Experience with other contracts of a similar type.
- c) The financial stability of the Bidder.
- d) The past performance of the Bidder on other contracts with the Board and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Board, other government agencies, or any other available sources, relevant information concerning the Bidder's record of past performance.
- e) The quality of the responses received from the three (3) references.
- f) Capacity of the Bidder to supply the Products on a timely basis.
- g) Submission of all submittal requirements.
- h) The evaluation of the MBE/WBE Compliance Plan will be based on the quality of proposed MBE/WBE participation as demonstrated by the level, relevance and quality of participation

VI. EVALUATION CRITERIA AND BASIS OF AWARD

by MBE/WBE's. It should be noted that failure to submit a complete and comprehensive MBE/WBE Compliance Plan demonstrating compliance may cause Bidder to be deemed non-responsive and Bidder may be disqualified. Proposed MBE's and WBE's must be identified through the submission of Forms 100, 101, 102 (if applicable), 103A and 103B (if applicable) 104 and 106 (if applicable), refer to Attachment C.

- i) Legal actions which may affect performance under this Contract.
- j) Compliance with the Insurance Requirements cited herein.
- k) Licenses to do business in the City of Chicago and/or the State of Illinois, as applicable, and all other licenses and certifications as may be necessary to supply the Products.
- l) Lowest, responsive, responsible Bidder.
- m) Ability to provide comprehensive product line ensuring compatible integration of newly purchase and current district owned equipment as specified in Section IV. Specification of Products.

3. BASIS OF AWARD

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

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

VIII. BID TABULATION PAGES

NOTE: ALL BID SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE BID SPECIFICATION. PRICING MUST BE SUBMITTED ON THE BID TABULATION PAGES WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS BID, INCLUDING THE TABULATION PAGES, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE.

Bid Tabulation Pages are required for completion in a Microsoft Excel Spreadsheet only. The spreadsheet(s) must be downloaded from the Procurement and Contracts website. The Bid Tabulation spreadsheets completed by Bidder must be Inserted Into Section VII of this Contract. No ink or pencil submissions will be accepted.

Instructions for Completing the Bid Tabulation Spreadsheets:

Bidder is responsible for electronically entering information into the unlocked cells in the Bid Tabulation Pages in the Excel spreadsheet. Bidder **must complete all unlocked cells in the following fields:**

- Manufacturer Name
- Catalog/Website Product Number
- Bidder's Unit Price

The following fields are locked and will be filled in automatically within the Excel spreadsheet:

- Total Bid Price (Bidder's Unit Price x Estimated Quantities)

Explanation of Columns:

- **Column A (Unit Number):** The Unit Number is a unique identifier for each Product. The Unit Number will be used for internal procurement tracking.
- **Column B (Product Description):** The Product Description column lists the required specifications for the biddable item.
- **Column C (Manufacturer Name):** Bidder must provide the Manufacturer Name.
- **Column D Catalog/Website Product Number:** Bidder must provide Catalog/Website product number.
- **Column E (Bidder's Unit Price):** Bidder must provide the Bidder's Unit Price.
- **Column F (Estimated Quantities):** Estimated Quantities provides an estimate of the number of items that the Board may be purchasing during the Term of the Contract. However, the Estimated Quantities provided are informational only and do not obligate the Board to purchase any minimum amounts. The Bid Prices in the Bid Tabulation Pages must be provided to the Board for all quantities purchased, regardless of the number of Estimated Quantities listed.
- **Column G (Total Bid Price):** The Total Bid Price equals the Bidder's Unit Price multiplied by the Estimated Quantities (calculated automatically).

If the Bidder's Unit Price and the Total Bid Price expressed by the Bidder for any Product are not in agreement, the Bidder's Unit Price alone will be considered as representing the Bidder's intention. The Board will correct the Total Bid Price and Aggregate Total.

Signature and Contact Information

The Bid Tabulation Pages must include a printed name, signature, title, telephone number and name of an authorized representative of the Bidder.

VIII. BID EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 12-250047 containing a full set of documents, including, 1) General Invitation, 2) General Terms and Conditions, 3) Specific Terms and Conditions, 4) Specification of Products, 5) Submittal Requirements, 6) Evaluation Criteria and Basis of Award, 7) Bid Tabulation Pages, 8) Bid Execution Page, 9) Attachments A, B, C and 10) Addenda Nos. 1 (none unless indicated here). The Bidder is responsible for reading and understanding all sections of this bid, and affirms that the Bidder shall be bound by all of the terms and conditions contained in this bid.

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

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

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

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

BIDDER'S NAME: Phonak LLC
By: Patrick J. Henry
(Signature)
NAME: Patrick Henry
TITLE: Director of Pediatrics
(Printed)

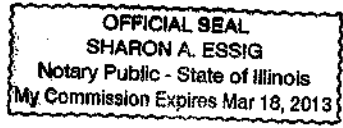
ADDRESS: 4520 Weaver Pkwy
CITY: Warrenville, IL 60555
TELEPHONE: 630-821-9710

ATTEST BY: _____
(Signature)

Subscribed and Sworn to before me this
day of DEC. 21, 2012

NAME: SHARON A. ESSIG
TITLE: HR MANAGER
Corporate Seal (requested, not required)

Sharon A. Essig
Notary Public Signature
Seal of Notary



VIII. BID EXECUTION PAGE

AWARD OF CONTACT

Date of Award: April 3, 2013

Term of Contract: Twenty-four (24) months
from the date of signature

By execution below, the Board accepts the offer of Phonak, LLC in an amount not to exceed the amount authorized by Board Report 13-403-PR1 as may be amended. The initial not-to-exceed amount in the above Board Report is One Hundred and Fifty Thousand Dollars (\$150,000.00).

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

Board Report No.: 13-403-PR1 -1

Approved as to legal form:

By: David J. Vitale
David J. Vitale, President

James L. Bebley
James L. Bebley, General Counsel

Attest: Susan J. Narrajos
Susan J. Narrajos, Assistant Secretary

Date: 5/31/13

Categories Awarded: Categories 1 and 2

ADDENDUM NO. 1

December 18, 2012

Specification No. 12-250047

BID SOLICITATION FOR Solicitation for Hearing Assistive Technology (HAT) Frequency Modulation (FM) Equipment FOR

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REQUIRED FOR USE BY THE OFFICE OF SPECIAL EDUCATION AND SUPPORTS

The following revisions to the Bid Solicitation for Hearing Assistive Technology (HAT) Frequency Modulation (FM) Equipment (also referred, Specification No.: 12-250047) are hereby incorporated into and made a part of the Bid Solicitation.

1. The Bid Opening date has been extended from Tuesday, December 18, 2012 to Friday, December 28, 2012 at 2:00 p.m.
2. Section III. SPECIFIC TERMS AND CONDITIONS, Page 18, is here revised to include the following paragraph:
 14. **Technical Support:** Bidder shall provide real-time technical support to be made available by phone or on-site from the manufacturer's (or bidder's) audiology support staff to CPS audiology staff during the school hours of 8:00 a.m. to 3:00 p.m.
3. SECTION IV. SPECIFICATIONS OF PRODUCTS, Pages 19 thru 23, **Remove** the Section IV. Specification of Products and **Replace** with the attached **Revised Section IV. Specification of Products document**.
4. SECTION V. SUBMITTAL REQUIREMENTS, Pages 24 and 25, is revised to modify the following:
 - a) Paragraph F. References:

Change from: Reference: A minimum of three (3) references from entities for which the Bidder is currently providing, or has in the past provided programs of similar scope and magnitude. Bidder shall provide the name and telephone number of all contact persons. The Board reserves the right to contact these references.

Change to: Reference: A minimum of three (3) references from the last three (3) years from entities for which Bidder has provided and delivered products that are similar or identical to the Products described within this Bid. The Board reserves the right to contact these references. Reference information shall include:

 - i. Name of Client.
 - ii. Address of Client.

- iii. Date(s) of Service.
- iv. Reference Name.
- v. Reference Telephone Number.

b) Paragraph M. Work History with Board

Change from: Work History with Board: List, and briefly describe, any past work history with the Board, including the specific project worked on or the specific products delivered to the Board

Change to: Work History with Board and School District Institutions: List, and briefly describe, any past work history with the Board and School District institutions, including the specific project worked on or the specific products delivered to the Board and School District Institutions.

- 5. Section VII. Bid Tabulation Pages, Page 28, Instructions for Completing the Bid tabulation Spreadsheets, **Remove** the Instructions for Completing the Bid tabulation Spread sheets, and **Replace** with the attached **Revised** Section VII. Instructions for Completing the Bid tabulation Spreadsheets. The Instructions for Completing the Bid tabulation Spreadsheets is being revised to include the Category Aggregated Total and Summary Page.
- 6. Section VII. Bid Tabulation Pages – The Hearing Assistive Technology (HAT) Frequency Modulation (FM) Equipment **Remove** the Bid Tabulation Pages and **Replace** with the attached **Revised Bid Tabulation Pages**. **The Bid Tabulation is being revised to include incorporate two (2) categories instead of one (1) category on the Bid Tabulation Pages.**

Below is the link were you can obtained a complete list of the Revised Bid Tabulation Pages:

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

END OF ADDENDUM No. 1

**SÉBASTIEN DE LONGEAUX
CHIEF PROCUREMENT OFFICER**

Revised

SECTION IV. SPECIFICATION OF PRODUCTS

HEARING ASSISTIVE TECHNOLOGY (HAT)

GENERAL INFORMATION

1. Manufacturers listed in the Bid Tabulation Page are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. The CPO will be the sole determiner as to whether the substituted item is of equal or better specification.
2. If an awarded brand/model is discontinued during the award period, the awarded Bidder may offer a replacement item at the same or lower price as the original item. The replacement item must meet or exceed minimum specifications listed herein as well as current industry standards. Replacement units must be made available to the Board's CPO for review and approval prior to substitution. The Board reserves the right to accept or reject the replacement item.
3. Quantities/amounts shown on the Bid Tabulation Page or in this Bid Solicitation are estimates. Bidders are advised that the actual number purchased/required may vary from those indicated herein, depending upon the needs of the Board and the availability of funds. Unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.
4. If after the award of the bid there is a decrease in the price of product from the manufacturer, or a rebate, the successful Bidder will pass that price decrease and/or rebate onto the Board.

BACKGROUND INFORMATION

The Board's Office of Special Education and Supports is soliciting bids from qualified Bidders to provide Hearing Assistive Technology (HAT) Frequency Modulation (FM) Equipment (also referred to as "Products") to be used by students with hearing impairments attending Chicago Public Schools.

Chicago Public Schools utilizes Remote Microphone Hearing Assistive Technology (HAT), also referred to as Frequency Modulation (FM). It is a wireless communication system designed for students with a variety of documented auditory disabilities. It operates in the VHF Band 216 and 217 MHZ (23 narrow band channels). However, in many settings, students will need to operate the FM system on different channels in different classrooms. Each FM wireless system consists of a synthesized FM transmitter and an FM receiver.

All equipment shall be compatible with CPS and student owned hearing instruments osseo-integrated, or cochlear implant speech processors via direct audio input or FM receiver integration without the need to disable technology of other manufacturers and without causing additional expense to Chicago Public Schools. Additionally, all equipment used with cochlear implant and osseo-integrated technology shall be approved for use by the manufacturer. The FM equipment options shall also include applications for those students with normal hearing or unilateral hearing loss.

SPECIFICATION OF PRODUCTS

STUDENT FM WIRELESS RECEIVERS

General Requirements for all student FM Wireless receivers

- A range of channels available at minimum within the 216MHz – 217Mhz range
- Be programmable to allow for frequency selection
- Be synthesized to allow for channel selectivity

- Allow for custom programming of FM gain
- Be able to change channels via remote frequency programming
- Be compatible with all district owned transmitters
- Meet FCC requirements for this type of FM operation

General Requirement for FM receiver used with students with minimal or unilateral hearing loss, or identified Auditory Processing Disorders.

- FM Receiver designed to complement existing therapies in children with minimal or unilateral hearing loss and auditory processing disorders.

Unit No: Product Description

FM-REC-BW Body Worn

FM-REC-EL Ear Level

Requirements

- Ear level that fits either the left or right ear
- Flexible ear pieces to fit any ear size
- Have option to couple with a custom ear mold
- Have a cerumen management system
- Wireless

General Requirements for FM receiver used in conjunction with student owned hearing system utilizing telecoil

FM-REC-NL Neck Loop

- Receiver compatible with all hearing instruments with a telecoil, including a manual volume control.

General Requirements for FM receiver used in conjunction with student owned hearing system

- Internal antenna
- Automatic frequency control system
- Be powered by the amplifier battery
- Be wireless and ear level

FM-REC-OP1 Receiver with Audio Shoe

Requirements

- Ability to connect to an audio shoe as the interface to a Behind the Ear (BTE) amplifier
- Operate with a DAI interface enabling the FM receiver to fit safely and securely on a variety of manufacturers BTE hearing instruments
- Have an internal antenna allowing for maximum sensitivity without need to adjust pin orientation to vertical or horizontal position
- Have a programmable mechanism which allows for FM off (HA only), FM/HA combination, or FM only

FM-REC-OP2 Semi Integrated

Requirements

- Must connect directly to the hearing aid, enabling the FM to fit safely and securely

FM-REC-OP3 Osseo-Integrated Receiver

Requirements

- Receiver must operate with a DAI interface enabling the FM receiver to fit safely and securely on a variety of Osseo-integrated devices.

FM-REC-OP4 Bundled Semi Integrated

Requirements

- FM receiver semi integrated into a behind-the-ear (BTE) hearing aid
- BTE amplifier/receiver programmable to allow for compression choices, gain and output and frequency adjustment
- Have a programmable volume control allowing at least up to a + or -10dB range

FM-REC-OP5 Cochlear Implant

Requirements

- Approved by the cochlear implant manufacturers for use with their products. The cochlear implant manufacturers currently in use by Chicago Public Schools are Cochlear Corporation, Med-El and Advanced Bionics.
- Couple directly to the ear level cochlear implant processor without the need of an adaptor if possible.
- As newer generation speech processors from different manufacturers are introduced, compatible FM systems shall be made available for use with these newer processors.

FM WIRELESS TEACHER TRANSMITTERS

General Requirements for FM Wireless Teacher Transmitters

- Operate in the VHF Band, 216 to 217 MHz (23 narrow band channels)
- Be compatible with all district owned receivers
- Have audio input capabilities
- Have an LCD display which clearly displays the current operating channel and the status of the battery

FM-TRAN-OPT 1 Programming Transmitter

Requirements

- Capability to vary the gain of the transmitter with changes in the ambient noise levels of the classroom.
- Includes suppression of ambient noise when no speech signal is audible and when the receivers are silent, eliminating FM channel noise
- Have data logging capability
- Have the capability to integrate multiple microphone inputs
- Be able to perform a wireless check of the FM receivers
- Ability to scan for interference-free channels

- An integrated synthesized channel selection which is software programmable
- Field replaceable batteries,
- Two (2) microphone options lapel and boom, and an auxiliary input cable
- Independent mute switch; transmitter shall display on LCD screen the mute position
- Quick charge capabilities
- Ability to connect to outside audio source (TV, computer, CD player, etc.)

FM-TRAN-OP2 Basic Transmitter

Requirements

- An integrated synthesized channel selection which is software programmable
- ON/OFF button
- Integrated antenna
- ON/OFF button which electronically sets the receiver to the actual frequency of the transmitter channel
- Option for an external microphone input
- Ability to connect to outside audio source (TV, computer, CD player, etc.)

FM-TRAN-OP3 Integrated secondary hand held microphone for use in conjunction with primary transmitter

Requirements

- Capability to vary the gain of the transmitters
- Compatible with all district owned receivers
- Includes suppression of ambient noise when no speech signal is audible and when the receivers are silent, eliminates FM channel noise
- Operate in the VHF Band, 216 to 217 MHz (23 narrow band channels)
- Quick charge capabilities
- An on/off and mute switch

CLASSROOM SPEAKER

SF-CLA-SPK Sound Fied Classroom Speaker

Requirements

- Have automatic frequency changes for interference-free sound
- Ability to be used free standing or permanently installed
- Have a visible LED for easy status indicator
- Ability to upgrade equipment onsite
- Accept multiple wireless inputs/ capability to pair with multiple microphone inputs.
- Have direct audio input capability
- Ability to pair with a transmitter capable of transmitting to multiple receivers.

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Revised

VII. BID TABULATION PAGES

NOTE: ALL BID SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE BID SPECIFICATION. PRICING MUST BE SUBMITTED ON THE BID TABULATION PAGES WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS BID, INCLUDING THE TABULATION PAGES, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE.

Bid Tabulation Pages are required for completion in a Microsoft Excel Spreadsheet only. The spreadsheet(s) must be downloaded from the Procurement and Contracts website. The Bid Tabulation spreadsheets completed by Bidder must be inserted into Section VII of this Contract. No ink or pencil submissions will be accepted.

Instructions for Completing the Bid Tabulation Spreadsheets:

Bidder is responsible for electronically entering information into the unlocked cells in the Bid Tabulation Pages in the Excel spreadsheet. For **each category** Bidder wants to make a bid, Bidder **must complete all unlocked cells in the following fields:**

- Manufacturer Name
- Catalog/Website Product Number
- Bidder's Unit Price

The following fields are locked and will be filled in automatically within the Excel spreadsheet:

- Total Bid Price (Bidder's Unit Price x Estimated Quantities)

For this Bid, there are two (2) categories (Category 1, FM Wireless Receivers and Transmitters; Category 2, Sound Field Classroom Speakers Systems) each category has its own worksheet in the Excel spreadsheet. Bidders may bid on one (1) or two (2) of the categories, but Bidder must bid on all items within the respective category.

Explanation of Columns:

- **Column A (Unit Number):** The Unit Number is a unique identifier for each Product. The Unit Number will be used for internal procurement tracking.
- **Column B (Product Description):** The Product Description column lists the required specifications for the biddable item.
- **Column C (Manufacturer Name):** Bidder must provide the Manufacturer Name.
- **Column D Catalog/Website Product Number:** Bidder must provide Catalog/Website product number.
- **Column E (Bidder's Unit Price):** Bidder must provide the Bidder's Unit Price.
- **Column F (Estimated Quantities):** Estimated Quantities provides an estimate of the number of items that the Board may be purchasing during the Term of the Contract. However, the Estimated Quantities provided are informational only and do not obligate the Board to purchase any minimum amounts. The Bid Prices in the Bid Tabulation Pages must be provided to the Board for all quantities purchased, regardless of the number of Estimated Quantities listed.

- **Column G (Total Bid Price):** The Total Bid Price equals the Bidder's Unit Price multiplied by the Estimated Quantities (calculated automatically).
- **Category Aggregate Total:** The Category Aggregate Total equals the sum of the Total Bid Prices for the pertinent category (calculated automatically).

If the Bidder's Unit Price and the Total Bid Price expressed by the Bidder for any Product are not in agreement, the Bidder's Unit Price alone will be considered as representing the Bidder's intention. The Board will correct the Total Bid Price and Aggregate Total.

Summary Page

The Category Aggregate Totals for Category 1 and 2 will automatically populate the cells on the Summary Page. The Summary Page must include a printed name, signature, title, telephone number and name of company by an authorized Bidder representative.

A	B	C	D	E	F	G
Item No.	Product Description	Manufacturer Name	Catalog Website Product Number	Supplier Unit Price	Estimated Quantities	Total Expense (Bidder's Unit Price Estimated Quantities)
Category 1: FM Wireless Receivers and Transmitters						
FM Wireless Receivers for minimal or unilateral hearing loss, or unidentified Auditory Processing Disorder						
FM-REC-BW	Body Worn	Phonak	052-3134-8766303	\$540.00	10	\$5,400.00
FM-REC-EL	Ear Level	Phonak	052-3167-87600	\$475.00	100	\$47,500.00
FM Receiver used in conjunction with students owned hearing system utilizing telecoil						
FM-REC-NL	Neck Loop	Phonak	052-0616	\$490.50	100	\$49,050.00
FM Receiver used in conjunction with students owned hearing system						
FM-REC-OP1	Receiver with Audio Shoe	Phonak	052-0067-87640/052000	\$665.00	100	\$66,500.00
FM-REC-OP2	Semi Integrated	Phonak	052-0000-87600	\$625.00	100	\$62,500.00
FM-REC-OP3	OSSEO Integrated Receiver	n/a	n/a	n/a	10	n/a
FM-REC-OP4	Bundled Semi Integrated	Phonak	052-0000-00	\$1,000.00	10	\$10,000.00
FM-REC-OP5	Cochlear Implant	Phonak	052-3147-87600	\$625.00	50	\$31,250.00
FM Wireless Teacher Transmitters						
FM-TRAN-OP1	Programming Transmitter	Phonak	052-0190	\$710.10	50	\$35,505.00
FM-TRAN-OP2	Basic Transmitter	Phonak	052-0598	\$525.00	100	\$52,500.00
FM-TRAN-OP3	Microphone for use in Conjunction with Primary Transmitter	Phonak	052-0199	\$405.00	10	\$4,050.00
					Total	\$364,255.00

SECTION VII. BID TABULATION PAGES
 Revised

A	B	C	D	E	F	G
Item No.	Description	Manufacturer Name	Catalog/Website Product Number	Bid Item Unit Price	Estimated Quantities	Total Bid Price (Bid Item Unit Price x Estimated Quantities)
Category 2: Classroom Speakers						
Sound Field Classroom Speakers Systems						
SF-CLA-SPK	Sound Field Classroom Speaker	Phonak	052-0630	\$562.50	10	\$5,625.00
					Total	\$5,625.00



SECTION VII. BID TABULATION PAGES

Revised

Specification No.: 12-250047
Hearing Assistive Technology Equipment

See instructions for completing this spreadsheet in Section VII. Bid Tabulation Pages

Category 1: FM Wireless Receivers and Transmitters	\$	364,255.00
Category 2: Classroom Speaker	\$	5,625.00

Signature of Authorized Bidder Representative

Patrick Henry

Print Name of Bidder Representative

888-777-7316,
5293

Telephone Number

Director

Title



Phonak LLC
4520 Weaver Parkway
Warrenville, IL 60555

Phone 800-777-7333
Fax 630-393-7400
www.phonak.com

February 6, 2013

Chicago Public Schools
Department of Procurement and Contracts
Martha Socorro Escareno, CPPB
125 S. Clark
10th Floor
Chicago, IL. 60603

Re: Bid Solicitation for the Hearing Assistive Technology (HAT) Frequency Modulation (FM Equipment)
Specification No. 12-250047


Dear Ms. Escareno,

Thank you for the opportunity to participate in the referenced bid. Phonak LLC has had a strong partnership with Chicago Public Schools and the Education Audiologists providing services for the hard of hearing students for several years.

The products offered on the Bid Tabulation Pages have a standard two year warranty. Phonak LLC is offering a three year warranty for the serialized products on this bid. This is a savings of \$69,960.00 in addition to the large discounts offered with this tender.

We look forward to hearing back from you soon. Thank you for your consideration

Sincerely,


Patrick J. Henry
Director

CC: Aggie Henry
Dawn Ruley
Miranda Weidle

Enclosure (1): Section VII. Bid Tabulation Pages -- Revised
Enclosure (2): Junior Educational Price and Policy -- 2012 V6

Pat Henry
Director, VA, FM and Pediatrics
pat.henry@phonak.com
1-800-777-7333 ext. 5185