

Specification No.: 15-350045
Advertisement Date: July 22, 2015

**BID SOLICITATION FOR
SECURE DOCUMENT DESTRUCTION**

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

Required for use by the Law Department

**Contract Period: One (1) year from contract commencement
with the Board having four (4) options to extend for additional one (1) year periods**

TWO (2) ORIGINAL HARD COPIES SWORN BEFORE A NOTARY PUBLIC OF THE BID ARE TO BE PROVIDED AND ONE (1) ELECTRONIC COPY (USB DRIVE) MUST BE PROVIDED. EACH SUBMITTAL SECTION OF THE BID MUST BE SEPARATED INTO A DIFFERENT FILE IN THE ELECTRONIC VERSION. THE ONE (1) USB DRIVE MUST CONTAIN ALL THE INFORMATION THAT THE HARD COPY CONTAINS OF THE BID INCLUDING THE FINANCIAL DOCUMENTS. 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 USB DRIVE.

ALL BIDS SHALL BE ADDRESSED AND RETURNED TO:

**Sébastien de Longeaux, Chief Procurement Officer
Department of Procurement
Board of Education of the City of Chicago
42 W. Madison, Garden Level – mail room
Chicago, IL 60602**

BIDS MUST BE RECEIVED PRIOR TO, BUT NO LATER THAN WEDNESDAY, AUGUST 5, 2015 AT 4 P.M. CENTRAL STANDARD TIME AT THE ABOVE ADDRESS. LATE BIDS WILL NOT BE ACCEPTED.

Bid reading will done at 42 W. Madison, Chicago, IL 60602, First Floor, Room 1C104.

A Pre-Submittal Conference will be held on Thursday, July 30, 2015 at 3:00 P.M. Central Standard Time, at the Chicago Public Schools Headquarters, 42 W. Madison, Garden Level Floor, Conference Room GC113, Chicago, Illinois. A MBE/WBE Networking Session will follow immediately after the Pre-Submittal Conference.

ISSUED BY THE DEPARTMENT OF PROCUREMENT

**RAHM EMANUEL
MAYOR**

**FORREST CLAYPOOL
CHIEF EXECUTIVE OFFICER**

**FRANK CLARK
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 SECURE DOCUMENT DESTRUCTION SERVICES

The Board of Education of the City of Chicago (the "Board") invites the submission of bids from firms ("Bidders") that wish to provide Secure Document Destruction Services ("Services") along with any goods needed to perform the Services ("Products") to the Board. The Board reserves the right to (i) select one or more Bidders to provide the Services outlined herein; (ii) accept portions of the bid from one or more Bidders; or (iii) reject any and all bids.

A Bidder may bid either individually, as a joint venture, a partnership, or other type of legal entity, provided, each bid shall be separate. 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 ("Secure Document Destruction") the time and dates specified for receipt (August 5, 2015 at 4 P.M.) 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: Ethan Sinnema, CPPB
Email: esinnema@cps.edu
Phone: 773-553-3295

NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA E-MAIL NO LATER THAN TUESDAY, JULY 28 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 prior to the response due date of this Bid. A copy of any such addendum will be posted on the Department of Procurement 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.

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

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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 Services 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 one (1) year thereafter ("Term"), unless terminated sooner as provided herein. The Board shall have the unilateral right to extend this Contract for four (4) additional one (1) year periods, 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 Services provided for in this bid.
3. **Scope of Services:** Bidder agrees to provide the Services and Products set forth in Section IV, Scope of Services, in accordance with the terms and conditions of this Contract. "Services" means, collectively, the services, Products, deliverables, duties and responsibilities described in Section IV of this Contract and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Contract. The Board retains final authority with respect to all Services related decisions.
4. **Standards of Performance; Adequate Staffing:**
 - A. **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 perform all Services effectively and efficiently and to the satisfaction of the CPO. Bidder shall use efficient business administration methods and perform the Services in the most expeditious and economical manner so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Contract are efficiently and cost-effectively delivered. Bidder acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Bidder agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Bidder of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Bidder shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Bidder or its subcontractors or others on its behalf.
 - B. **Adequate Staffing:** Bidder shall assign and maintain during the term of this Contract and any extension of it a sufficient staff of competent personnel that is qualified, licensed to practice in the State of Illinois in the applicable profession as appropriate, available as needed, and fully equipped to perform the Services.
5. **Compensation:** The pricing for Services during the Term shall be as indicated in Section VII, Bid Tabulation Pages, and shall be firm for the duration of this Contract and any extensions thereof. 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 total maximum compensation amount shall not exceed the amount specified in Section VIII, Bid Execution Page, with no reimbursement for expenses except as specifically set out in this Contract. The maximum compensation amount for

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any Extended Term shall be established by the Board. Compensation shall be based on actual Services performed during the Term of this Contract and the Board shall not be obligated to pay for any Services not in compliance with this Contract or for any periods of time in which no Services are performed. In the event of early termination of this Contract, the Board shall only be obligated to pay for Services rendered up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as provided herein.

6. **Billing and Payment Procedures:**

All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include your Vendor name and the CPS Purchase Order number. All invoices must include:

Vendor name and payment address

Unique invoice number (determined by Vendor)

Valid purchase order number (only one PO number may be referenced on each invoice)

Invoice date

Itemized description of the services rendered and/or goods delivered

Date the services were provided and/or goods were delivered to CPS

Detailed pricing information such as quantities, unit prices, discount, and final net amount due

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

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, 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 Services, and compliance with applicable MBE/WBE requirements. Failure of the Bidder to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Bidder for the cost of such audit. Bidder shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Bidder's Services 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

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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 any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Section 5 above and the Bid Tabulation Pages.

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

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

B. Suspension of Services: The Board may, upon thirty (30) calendar days written notice, direct Bidder to suspend Services in whole or part. Bidder shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board 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 timely perform any portion of the Services in the manner specified herein;
 - b) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - c) Failure to perform the Services in a manner reasonably satisfactory to the Board or the CPO;
 - d) Failure to promptly re-perform, within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory;
 - e) Discontinuance of the Services 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

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- 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. When a notice of an intention to terminate is given as provided in this Section, Bidder must discontinue all Services, unless otherwise directed in the notice, and must deliver to the Board all materials prepared or created in the performance of this Contract, whether completed or in-process. Upon the giving of such notice as provided in this Contract, the Board may invoke any or all of the following remedies:

- 1) Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Bidder. In such event, Bidder shall be liable to the Board for any excess costs incurred by the Board. Any amount due Bidder under this Contract or any other agreement Bidder may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- 2) Terminate this Contract, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.
- 3) Suspend Services during the fifteen (15) day cure period if the default results from an action or failure to act by Bidder which affects the safety and/or welfare of students or Board staff.
- 4) Seek specific performance, an injunction or any other appropriate equitable remedy.
- 5) Receive from Bidder any and all damages incurred as a result or in consequence of an Event of Default.
- 6) Money damages.
- 7) Withhold all or part of Bidder's compensation under this Contract that are due or future payments that may become due under this Contract.
- 8) 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 provide the Services despite one or more Events of Default, Bidder shall in no way be relieved of any responsibilities, duties or obligations under this Contract nor shall the Board waive or relinquish any of its rights under this Contract, at law, equity or statute, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

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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 performance or furnishing of Services, except that Bidder may keep a copy of such information for its own records.

10. Confidential Information, Dissemination of Information, Ownership, Survival:

A. Confidential Information: In the performance of this Contract, Bidder may have access to or receive certain information that is not generally known to others ("Confidential Information"). Bidder acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, information relating to health records, and other information of a personal nature. Bidder shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Contract ("Work Product") without the prior written consent of the Board. Bidder shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of the Board. Upon the expiration or termination of this Contract, Bidder shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium.

B. Dissemination of Information: Bidder shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Bidder shall not issue publicity news releases or grant press interviews related to this Contract, except as may be required by law or with the prior written consent of the Board. In the event that Bidder is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in Bidder's possession, Bidder shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Bidder shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or *subpoena* is quashed or withdrawn, or the time to produce is otherwise extended.

C. Ownership: Bidder agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Bidder irrevocably grants, assigns, and transfers to the Board all right, title, and

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interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Bidder shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Contract within five (5) business days of demand. In addition, Bidder shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Bidder's possession, such items shall be restored or replaced at Bidder's expense.

D. Staff and Subcontractors: Bidder agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by Bidder.

E. Freedom of Information Act: Bidder acknowledges that this Contract and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Contract is subject to reporting requirements under 105 ILCS 5/10-20.44. Bidder further acknowledges that this Contract shall be posted on the Board's Internet website.

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

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

C. 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 complete all Services and perform all obligations under this Contract.

D. Technical Accuracy: Bidder warrants that all Services will be technically accurate and correct.

E. 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 performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace Act, the Illinois 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

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and shall remain in compliance with all Board policies and rules, including, but not limited to, tuberculosis testing and warrants that Bidder, and any individual who Bidder assigns to provide Services hereunder, is free from a communicable disease in accordance with 105 ILCS 5/24-5. Board policies and rules are available at <http://www.cps.edu/>.

F. 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.

G. 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.

H. 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.

I. 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.

J. Background Investigations: Bidder represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, daily contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; and the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Child Murderer Violent Offender Against Youth Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Bidder understands and agrees that it shall not allow any of its employees or subcontractors to have direct daily contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

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If Bidder is an individual, Bidder represents and warrants that Bidder is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Bidder agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Bidder, all at Bidder's expense.

It is understood and agreed that Bidder's non-compliance with this Section 11.J will constitute a material breach of this Contract, and the Board also will have the right to withhold payments due hereunder until Bidder remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Contract or by law.

K. Prohibited Acts: Within the three (3) years prior to the effective date of this Contract, Bidder or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

12. 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.

13. 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

II. GENERAL TERMS AND CONDITIONS

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.

14. **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.
15. **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".
 - E. **Privacy and Security:** Bidder shall maintain Privacy & Security Coverage for damages arising from wrongful release of private information, including Social Security Numbers and including expenses for notification as required by local, state or federal guidelines, with limits of

II. GENERAL TERMS AND CONDITIONS

liability not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of this Agreement or secure a two (2) year extended reporting provision.

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

Risk Management
Board of Education of the City of Chicago
42 West Madison, 2nd Floor
Chicago, Illinois 60602

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
Department of Procurement
42 West Madison, 9th Floor
Chicago, Illinois 60602
ATTN: Ethan Sinnema

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.

II. GENERAL TERMS AND CONDITIONS

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)

16. **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 *et seq.*; 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.
17. **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.
18. **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

II. GENERAL TERMS AND CONDITIONS

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.

19. **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.
20. **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.
21. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

Bidder irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Contract. Bidder agrees that service of process on the Bidder may be made, at the option of the Board, by either registered or certified mail to the address specified on 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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **Right of Entry:** Bidder and any of its Staff performing Services shall be permitted to enter upon a school site or other Board property in connection with the performance of Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board.

II. GENERAL TERMS AND CONDITIONS

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 rendering the Services. 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 attorney 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.

27. **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.
28. **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.
29. **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
Department of Procurement
42 West Madison, 9th Floor
Chicago, Illinois 60602

Copy to:

General Counsel
Board of Education of the City of Chicago - Law Department
One North Dearborn, Suite 900
Chicago, Illinois 60602

30. **Debarment Policy:** Bidder certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Bidder acknowledges that, in performing the Services 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.

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III. SPECIFIC TERMS AND CONDITIONS

1. **Authority:** Bidder understands and agrees that Bidder is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).
2. **Review of Acceptance:** Bidder shall not commence the Services and the Board shall not be liable for any costs incurred by Bidder, without a Contract executed by the Board.
3. **Service:** Under no circumstances shall Bidder render any Services without an approved Purchase Order.
4. **Account Management:** Bidder must provide a single point-of-contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. The awarded Bidder shall also be required to have periodic meetings with the Department of Procurement personnel for regular contract review meetings as well as an annual business review at a time determined by the Department of Procurement. Bidder must also provide management reporting related to the Board's spending with the Bidder including, but not limited to, summary reports on spending trends and on expenditures of Products from the Bidder by category on a quarterly basis. Bidder must support the Board with an appropriate number of personnel to meet the Board's needs.
5. **Collection Locations:** Bidder shall collect materials designated for secure record destruction from all of the Board's administrative office, department, school, and warehouse locations and other locations as specified and approved by the Board's Managing Records Specialist ("Manager") or Records Specialist ("Administrator") at the time of request.
6. **Certification Requirement or Equivalent:** At a minimum, Bidder will have obtained one of the following: (a) current certification from the National Association for Information Destruction (NAID) in Illinois for the destruction of paper/printed media for both plant-based and mobile operations; (b) current certification in Illinois by another organization with standards for certification for information destruction of paper/printed media for both plant-based destruction operations facilities and mobile destruction operations that either meet or exceed NAID's standards; or (c) documentation showing that Bidder's security measures, protocol, and requirements for secure record destruction services in Illinois meet or exceed NAID's standards. Bidder will continue to either maintain the certifications required in this Contract or meet or exceed NAID standards throughout the initial Contract term and any extensions of the Contract. Bidder must provide proof of the certification required in this Contract or documentation showing that the Bidder meets or exceeds NAID security, protocol, and requirements for secure record destruction services. Such proof must be provided in advance of the award of this Contract. Thereafter, any Bidder to whom this Contract is awarded must provide such proof upon request by the Board or its representative.
7. **Compliance with Board's Social Security Number Protection Policy:** Bidder acknowledges it has received and reviewed the Board's Social Security Number Protection Policy (the "Policy") and that it will abide by all terms and conditions of such Policy. As a condition to the award of the bid, the Bidder will provide to the Board evidence of its protection policy covering matters in the Policy.
8. **Tour of Facilities:** At the request of any Board representative, Bidder must provide Board personnel, as determined by the Board, with a tour of facility or facilities, including but not limited to: (a) Bidder's plant-based destruction operations facility or facilities; (b) any collection, holding, preparation, or staging areas used before, during, and after destruction has been completed; and (c) any mobile destruction operations vehicles. Such a tour must be provided in advance of the award of this Contract by the Board if requested by any Board representative. Thereafter, any Bidder to whom this Contract is awarded must provide such tours upon reasonable request by the Board or any of its representatives.

III. SPECIFIC TERMS AND CONDITIONS

9. **Secure Record Destruction Containers:** At the request of the Board and prior to the award of this Contract by the Board if requested by any Board representative, Bidder must provide a picture and description of the capacity of the Bidder's secure record destruction containers that Bidder will be using to fulfill the terms of this contract. At the request of the Board and prior to the award of this Contract by the Board if requested by any Board representative, Bidder must provide the Board access to view Bidder's the secure record destruction containers that Bidder will be using to fulfill the terms of this contract in a time and location that is agreed upon by the Board.
10. **Participation by Other Local Government Agencies:** Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Board's CPO, and if such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Bidder to provide the Services to the Board or Board's user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. The Board assumes no authority, liability or obligation on behalf of any Local Government Authority.
9. **Prevailing Wages:** If in performance of the Contract, there is any underpayment of wages or salaries by Bidder, the Board may withhold from the Bidder, out of payments due it, an amount sufficient to pay employees underpaid the difference between salaries required to be paid and salaries actually paid for the total number of hours worked. The amounts withheld from the Bidder shall be disbursed by the Board to the respective employees to whom they are due. In the event the Board is required to withhold and disburse said amounts of underpaid salaries to employees of Bidder, the Board shall also withhold a sum equal to the Board's cost to administer the payment of said balances of salaries due.
10. **Minimum Wage:** Bidder must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Bidder must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Contract.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

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

III. SPECIFIC TERMS AND CONDITIONS

and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

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

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

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

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IV. SCOPE OF SERVICES

A. INTRODUCTION

The selected Bidder shall provide secure record destruction services at the selected Bidder's plant-based destruction operations facility and using selected Bidder's mobile destruction operations vehicles for materials designated for secure record destruction from all of the Board's administrative offices, departments, schools, warehouse locations, and other locations as specified and approved by the Board, including without limitation, 1) materials collected at the Board's warehouse facility, and 2) materials located at any of the Board's administrative offices, departments, schools, warehouse locations, and other locations upon request of the Board's Manager or the Board's Administrator.

B. CURRENT ENVIRONMENT

Materials eligible for secure record destruction are to be collected by Bidder from the Board's administrative offices, departments, and schools, at the Board's warehouse, which is currently located at 4720 South St. Louis Avenue, Chicago, IL 60632. The Board reserves the right to change the required warehouse and other locations at the Board's discretion. Materials are packed in various-sized boxes which are placed on wooden or plastic pallets and are shrink wrapped, and then moved to a first-floor location near the warehouse dock by the Board to facilitate collection by the Board's record destruction service vendor. While there is no maximum or minimum amount of materials to be collected for destruction at one time, the number of pallets the Board typically prepares for collection ranges between ten (10) and twenty-five (25) pallets per work order. Each pallet typically ranges from between five (5) and six (6) feet high. On average, the Board arranges for secure record destruction services with the Board's record destruction vendor from the Board's warehouse once every one (1) to four (4) months. The figures herein are for informational purposes only, and will not bind the Board to any specific or minimum or maximum amounts.

Materials collected for destruction consist of mostly paper documents and file folders; however, boxes may also contain items not consisting of paper, including, but not limited to, ID badges and data storage media that contain Board information, three-ring binders, binder clips, paper clips staples, rubber bands, plastic report covers, and spiral binding materials. The Board does not sort materials to be collected for destruction or remove materials that are not made of paper from the boxes.

In addition to collections of palletized materials from the Board's warehouse, the Board requires the Board's record destruction service vendor to collect materials the Board has designated for secure destruction directly from the Board's administrative offices, departments, schools, and other locations as specified and approved by the Board. Materials the Board designates for secure destruction may be packed in various-sized boxes or in secure record destruction containers provided by the Board's record destruction service vendor. The Board's record destruction service vendor delivers and collects the secure record destruction containers and boxes in accordance with the schedule agreed to by the Board's Manager or Administrator. The quantity of secure record destruction containers used by the Board varies based on the needs of the Board. The collection and delivery of the secure record destruction containers may be scheduled in a regular frequency agreed to by the Board's Manager or Administrator or may be upon request of the Board's Manager or Administrator. The Board reserves the right to increase or decrease the number of secure record destruction containers and the right to change the required delivery and collection frequency of secure record destruction containers at Board's discretion.

The Board's record destruction service vendor transports all materials the Board designates for secure destruction directly from the location the Board has designated for collection to the vendor's plant-based destruction operations facility.

IV. SCOPE OF SERVICES

C. GENERAL DESCRIPTION OF BIDDER'S DUTIES

Upon request by the Board's Manager or Administrator in a written work order, Bidder shall be required to provide collection service at any of the Board's locations in addition to the Board's warehouse, including all of the Board's administrative offices, departments, schools, warehouse locations, and other locations as specified and approved by the Board. The quantity and condition of the materials collected from the Board's administrative offices, departments, schools, warehouse locations, and other locations designated by the Board will vary.

Upon request of the Board's Manager or the Administrator, Bidder shall be required to provide onsite mobile secure record destruction services to all of the Board's administrative offices, departments, schools, warehouse locations, and other locations as specified and approved by the Board.

Upon request of the Board's Manager or Administrator, Bidder shall provide and deliver secure record destruction containers in the size and quantity as requested by the Board's Manager or Administrator to the Board's administrative offices, departments, schools, warehouse locations, and other locations as specified and approved by the Board. The secure record destruction containers will remain at the Board's location or locations and will be collected by Bidder upon request by the Board's Manager or Administrator in accordance with any schedule developed to meet the needs of the Board. Bidder shall be required to move and transport all secure record destruction containers from the Board. The Board will not be required to move any secure record destruction containers to facilitate Bidder's collection of the secure record destruction containers.

Bidder shall not provide any services, including, but not limited to, collection services, provision of secure record destruction containers, and project consulting to the Board unless Bidder receives a request from the Board's Manager or Administrator. Unless otherwise directed by the Board's Manager or Administrator, Bidder shall direct all communications Bidder may receive from individuals, including, but not limited to, Board employees, consultants, and volunteers, to the Board's Manager or Administrator. Bidder shall not solicit business at the Board's administrative office, department, school, and warehouse locations outside of the scope of this contract and outside the direction of the Board's Manager or Administrator.

All records must be destroyed in accordance with the Illinois Local Records Act and the Board's Record Retention Schedule which has been approved by the Cook County Local Records Commission.

D. MAXIMUM AND MINIMUM QUANTITIES

There is no maximum or minimum amount of materials the Board will have collected for secure record destruction for each work order or service request. There is no maximum or minimum number of work order requests for secure record destruction services the Board will schedule. The Board reserves the right to increase or decrease its quantities of materials to be collected for secure record destruction or the number of work order requests at any time during the initial Contract term and any extensions of the Contract to correspond to the actual needs of the Board. The amount of secure record destruction service collections and the amount of materials included in each collection the Board requires may or may not increase in the future at the discretion of the Board.

E. SPECIFICATIONS

The selected Bidder will have extensive knowledge of and will adhere to: i) the Chicago Board of Education's policies and procedures, ii) the Cook County Local Records Commission, and its rules, laws, policies and procedures, and iii) all applicable laws and regulations, including but not limited to the Illinois School Student Records Act [105 ILCS 10/1 et seq.], Local Records Act [50 ILCS 205/1 et seq.], Illinois Administrative Code [23 Ill. Admin. Code 375.10 et seq.], the Family

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Education Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), 34 CFR Part 99]. This is in addition to the provisions of General Terms, Section 11.E. Compliance with Laws and all other terms and conditions of the Contract.

The Board, at its discretion, will require and Bidder shall provide the provision of secure record destruction services at selected Bidder's plant-based destruction operations facilities and mobile destruction operations vehicles and all related services and supplies related to the secure record destruction of the materials the selected Bidder shall collect from the Board's administrative, department, school, and warehouse locations, and other locations as approved by the Board, during the initial Contract term and any extensions of the Contract term.

1. Requesting Services / Work Orders

- a) Only the Board's Manager or Administrator may request Bidder to collect and destroy materials from any and all of the Board's administrative, department, school, and warehouse locations, and other locations as specified and approved by the Board. Bidder shall only arrange and complete services for secure record destruction of Board materials that are requested by written work orders of the Board's Manager or Administrator. Written work order may be in the form of an email or other electronic message from the Board's Manager or Administrator.
- b) Upon written work order of the Board's Manager or Administrator, Bidder shall provide secure record destruction services for all materials the Board designates for secure record destruction at the location specified by the foregoing at the time of the request.
- c) The Board's Manager or Administrator may request a work order for the collection of materials designated for secure record destruction at one time or may request a schedule for the collection of materials for secure record destruction in accordance with a schedule as determined by the Board. The Board's Manager or Administrator may adjust the collection schedule to meet the needs of the Board at any time.
- d) Unless otherwise agreed to by the Board's Manager or Administrator, Bidder shall collect and transport all materials the Board has designated for secure record destruction from the location and on the date the collection of materials is scheduled as specified and agreed to by the Board's Manager or Administrator when the written work order is issued.
- e) Upon request of the Board's Manager or Administrator, the Bidder shall provide consultation on the best method to approach record destruction projects and price quotes for destruction projects prior to the time a work order is scheduled for the collection and destruction of Board materials. Bidder shall provide an individual experienced and knowledgeable of the secure record destruction business and process to provide the consultation. Consultations will be made at a location specified by the Board's Manager or Administrator. The Board requires such consultations to be provided upon Board request at no charge to the Board.
- f) The Board's Manager or Administrator may request by telephone for the Bidder to collect and destroy materials, to be followed up by a written work order. The Board's Manger or Administrator will specify one Board address location for each work order.
 - 1) More than one floor may be included at each Board address location.
 - 2) The Board's Loop Office location has two street addresses and one freight elevator/dock entrance located at the 1 North Dearborn address. Bidder shall consider the Board's Loop Office as one address location.

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- g) At the time the Board's Manager or Administrator requests the collection and secure record destruction of materials, the Board's Manager or Administrator will specify the approximate volume of materials designated for secure record destruction in each work order.
- 1) If materials designated for secure record destruction are arranged in boxes on pallets, volume may be described as the total number of pallets.
 - 2) If materials designated for secure record destruction have been placed in secure record destruction containers, volume may be described as the total number of containers.
 - 3) If materials designated for secure record destruction are not arranged on pallets or in secure record destruction containers, volume may be described as the approximate number of boxes or in another manner that is acceptable to the Board.
 - 4) Upon request and direction of the Board's Manager or Administrator, Bidder shall collect any additional boxes and/or containers clearly marked for secure record destruction at the time Bidder collects boxes and/or containers specified in a work order request. Bidder shall not collect any additional boxes or containers unless specifically directed to do so by the Board's Manager or Administrator.
- h) At the time the Board's Manager or Administrator requests the work order, the Board's Manager or Administrator will set a date and time on which the Bidder shall collect the materials designated for secure record destruction.
- 1) The Board will require Bidder to complete the collection of materials designated for secure record destruction from the Board's locations as set out above in this Contract on a date and at a time that will ensure that Bidder's employees, collection, and mobile destruction operations vehicles, and the collection process, will not disrupt or interfere with the regular business operations of the Board.
 - a. As requested by the Board's Manager or Administrator, Bidder shall complete the collection of materials designated for secure record destruction at the Board's warehouse location no later than 11:00 a.m. on the scheduled date of collection unless otherwise agreed to by the Board.
 - b. As requested by the Board's Manager or Administrator, Bidder shall complete the collection of materials designated for secure record destruction at the Board's Loop Office in accordance with the freight elevator and dock operation schedule, which may change at any time. At the time of this bid, the access schedule to the dock and freight elevator is as follows:
 1. Freight elevator access is from 7:00 a.m. to 3:00 p.m.
 2. Freight elevator is not operational from 12:30 p.m. to - 1:30 p.m.
 - c. As requested by the Board's Manager or Administrator, Bidder shall complete the collection of materials designated for secure record destruction at all other Board administrative, department, school, and other locations as specified and approved by the Board during the time designated and approved by the Board.
 - d. Upon arrival for each service visit, each Bidder employee entering the Board's Loop Office and any other Board

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administrative offices, departments, schools, warehouse locations, and other locations as specified and approved by the Board's Manager or Administrator shall check in with the security personnel. If a temporary security badge is issued to a Bidder employee, each Bidder employee shall wear the temporary security badge at all times the Bidder employee is providing service for the Board. Each Bidder employee who receives a temporary security badge shall return the badge as requested by the Board at the end of the service visit or as otherwise directed by the Board.

- e. Bidder shall not load any elevator past the capacity listed on each elevator's Certificate of Inspection or as otherwise directed by the Board.
- 2) Within two (2) business days from the day the Board's Manager or Administrator requests the collection and secure record destruction of materials, selected Bidder shall provide the Board's Manager or Administrator confirmation of the date and time on which the Bidder will collect the materials the Board's Manager or Administrator has designated for secure record destruction.
 - 3) If any date or time for the collection of materials for secure record destruction is not acceptable to the Board, Bidder shall provide an alternate date or time that is acceptable to the Board.
 - 4) If the Bidder is required by circumstances beyond Bidder's reasonable control to cancel the collection of materials on the date or time specified once a date for the collection of materials has been confirmed, Bidder shall provide the Board's Manager or Administrator immediate notice and provide an alternate date and time for the collection that is acceptable to the Board.
 - a. Alternate date for collection must take place within three (3) business days from the originally scheduled collection date unless otherwise specified and agreed to by the Board.
 - b. If Bidder cancels a collection within forty-eight (48) hours of the scheduled collection date, Bidder shall provide a discount for the work order as agreed to by the Board's Manager or Administrator.
 - c. If a delay or cancellation occurs that is deemed unreasonable by the Board's Manager or Administrator, the Board may take any further action it deems necessary.
 - d. If more than two (2) delays or cancellations occur that are deemed unreasonable by the Board's Manager or Administrator, the Board may take any actions it deems necessary.

2. **Materials for Secure Destruction**

- a) Materials the Board designates for secure record destruction may include, but are not limited to, the following materials:
 - 1) Paper/printed materials including, but not limited to, paper documents, file folders, cardboard, envelopes, credit/debit cards, ID badges, and photos
 - 2) Microfilm / microfiche

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- 3) Electronic and magnetic media including, but not limited to, computer disks, tapes, CDs, etc.
 - 4) Video and audio tapes
 - 5) Architectural plans
 - 6) Other materials and media that may be specified by the Board
- b) The Board may include materials of varying media types in the same box and or container or batch of materials designated for secure record destruction. The Board will not be required to notify Bidder when varying media types are included in the same box or container designated for secure record destruction. The Board will not be required to separate materials of varying media types in order for the Bidder to collect the materials designated for destruction or to complete the destruction of these materials.
 - c) The Board will not be required to remove items that cannot be shredded in order for the Bidder to collect the materials designated for destruction or to complete the destruction of these materials. Items that cannot be shredded may include, but are not limited to, three-ring binders, binder clips, paper clips, staples, rubber bands, plastic report covers, and spiral binding materials.
 - d) Bidder shall be responsible for the collection and secure destruction of designated Board materials, regardless of the condition of the materials. Materials the Board designates for secure destruction may have been exposed to various environmental conditions which may include, but are not limited to, water, sewage, dust, and mold.

3. Secure Record Destruction Containers and Boxes

- a) Upon request of the Board's Manager or Administrator, Bidder shall provide secure record destruction containers and packing boxes as specified by the Board's Manager or Administrator for the collection of materials for secure record destruction at Bidder's plant-based destruction operation facility or if requested by the Board's Manager or Administrator, Bidder's mobile destruction operations vehicles.
- b) Bidder shall clearly mark all secure record destruction containers with Bidder's name and contact information. The Board shall be allowed to place additional non-permanent signage on secure record destruction containers at the Board's discretion.
- c) Bidder shall retain ownership of the secure record destruction containers unless otherwise agreed to by the Board.
- d) All secure record destruction containers must have a working tamper-evident locking system and be made of a fire-resistant material. If the Board determines that any secure record destruction container or the locking system of any secure record destruction container is defective or damaged, Bidder shall replace the defective or damaged container in the quantity requested by the Board's Manager or Administrator at no additional charges to the Board.
- e) For secure record destruction containers that are secured by a padlock or other removable locking device, Bidder shall supply working padlocks or other removable locking devices for each secure record destruction container requiring such lock. If any padlock or other removable locking device is lost, damaged, or otherwise determined to be defective by the Board, Bidder shall replace the lost, defective, or damaged padlock or other removable locking device in the quantity requested by the Board's Manager or Administrator at no additional charges to the Board.

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- f) Bidder shall provide a working key for each secure record destruction container to the Board's Manager and Administrator. Upon request, Bidder shall provide additional keys as directed by the Board's Manager or Administrator. If any keys are lost, damaged, or otherwise determined to be defective by the Board, Bidder shall replace the lost, damaged, or otherwise defective keys with working keys in the quantity requested by the Board's Manager or Administrator at no additional charges to the Board.
- g) All secure record destruction containers shall have either a top slot or a side slot near the top of the container narrow enough to prevent theft of materials by reaching into the container.
- h) Upon request of the Board's Manager or Administrator, Bidder shall provide, at a minimum, secure record destruction containers that meet the following specifications unless otherwise requested or agreed upon by the Board prior to delivery:
 - 1) Large gallon secure record destruction container
 - a. Approximate size: 95 gallons
 - b. Capacity: 200 to 300 pounds
 - c. Approximate dimensions: 46" H x 34" L x 27" W
 - d. Secure record destruction containers shall have wheels to allow ease of movement of the container
 - 2) Console secure record destruction container
 - a. Capacity: 40 to 100 pounds
 - b. Approximate dimensions: 30" to 40" H x 15" to 20" W x 15" to 20" D
 - c. Console secure record destruction container may be stationary or have wheels
- i) In addition to the secure record destruction containers provided for in Section 3. h), Bidder may provide additional secure record destruction containers available for Board use upon request of the Board's Manager or Administrator. Bidder may provide a description of the additional secure record destruction containers available for Board use, including, but not limited to, the size, capacity, dimensions, and cost of each secure record destruction container in the Bid Tabulation Pages under Category 4. Bidder's provision of information on secure record destruction containers available for Board use in addition to the secure record destruction containers provided for in Section 3. h) will not be considered a basis for awarding this Contract and will not bind the Board to using any Bidder container.
- j) If Bidder provides secure record destruction containers available for purchase by the Board upon request of the Board's Manager or Administrator, Bidder may provide a description of the secure record destruction containers available for purchase, including, but not limited to, the size, capacity, dimensions, and cost of each secure record destruction container in the Bid Tabulation Pages under Category 4. Bidder's provision of information on secure record destruction containers for purchase in addition to the secure record destruction containers provided for in Section 3. h) will not be considered a basis for awarding this Contract and will not bind the Board to purchasing any Bidder containers.
- k) If Bidder provides boxes for packing materials designated for secure record destruction upon request of the Board's Manager or Administrator, Bidder may

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provide a description of the packing boxes, including, but not limited to, the size, capacity, dimensions, and cost of each box in the Bid Tabulation Pages under Category 4. Bidder's provision of information on boxes will not be considered a basis for awarding this Contract and will not bind the Board to using or purchasing any boxes from the Bidder.

4. **Secure record destruction using boxes**

- a) Whenever determined to be reasonably possible by the Board, the Board will prepare materials for secure record destruction by packing the materials in cardboard boxes and stacking the cardboard boxes on wooden or plastic pallets. Pallet size may vary, but the pallet size most often used by the Board is approximately forty (40) inches long, forty-eight (48) inches wide, and five (5) inches high. If the foregoing is not reasonably possible, this will not relieve Bidder of the obligation to perform services hereunder and Bidder must so stack the materials at no additional charge.
- b) Whenever determined to be reasonably possible by the Board, the Board will stack materials on pallets between approximately five (5) and six (6) feet high and will shrink wrap materials on the pallets. If the foregoing is not reasonably possible, this will not relieve Bidder of the obligation to perform services hereunder and Bidder must so stack the materials at no additional charge.
- c) The Board will move materials designated for secure record destruction to a first-floor location to facilitate collection by the Bidder, whenever the foregoing is determined by the Board to be reasonably possible. If the foregoing is not reasonably possible, this will not relieve Bidder of the obligation to perform services hereunder and Bidder must so move the materials at no additional charge.
- d) The Board will transport materials designated by the Board for secure record destruction onto Bidder's collection vehicle using Board equipment as necessary whenever the foregoing is determined by the Board to be reasonably possible. If the foregoing is not reasonably possible, this will not relieve Bidder of the obligation to perform services hereunder and Bidder must transport the materials onto Bidder's collection vehicle at no additional charge.
- e) Upon request of the Board's Manager or Administrator, Bidder shall collect all boxes the Board designates for secure record disposal that have not been placed on pallets.

5. **Secure record destruction using secure record destruction containers, including, but not limited to, large gallon secure record destruction containers and console secure record destruction containers**

- a) **Provision of secure record destruction containers**
 - 1) Upon request of the Board's Manager or Administrator, Bidder shall provide the Board secure record destruction containers in the size and quantity requested to the Board's administrative office, department, school, and warehouse locations, and other locations as specified and approved by the Board's Manager or Administrator.
 - 2) At any time and upon request of the Board's Manager or Administrator, Bidder shall provide additional secure record destruction containers in the size and quantity requested or decrease the number of secure record destruction containers to any particular location or site. There is no maximum or minimum amount of materials the Board will have collected.
- b) **Delivery, collection, and replacement of secure record destruction containers**

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- 1) Upon request of the Board's Manager or Administrator, Bidder shall deliver secure record destruction containers to the location on each floor and/or department as directed by the Board. The Board may request changes to the location of any secure record destruction container at any time.
- 2) Upon request of the Board's Manager or Administrator, Bidder shall provide delivery and collection of secure record destruction containers as requested by the Board's Manager or Administrator. There is no maximum or minimum amount of secure record destruction containers the Board will have delivered or collected. Bidder shall not require the collection of any secure record destruction containers from the Board prior to the time Bidder delivers additional secure record destruction containers to the Board.
- 3) Upon request of the Board's Manager or Administrator, Bidder shall provide delivery, collection, and replacement service of secure record destruction containers as requested by the Board's Manager or Administrator. There is no maximum or minimum amount of secure record destruction containers the Board will have delivered, collected, and replaced. Bidder shall not require the collection of any secure record destruction containers from the Board prior to the time Bidder delivers, collects and/or replaces any secure record destruction containers from the Board.
- 4) Upon request of the Board's Manager or Administrator, Bidder shall provide delivery, collection, and replacement service of secure record destruction containers in a regular frequency as agreed to by the Board's Manager or Administrator, including, but not limited to, weekly, bi-weekly, monthly, or as otherwise directed by the Board's Manager or Administrator. The Board's Manager or Administrator may request changes to the delivery, collection, and replacement schedule at any time.
- 5) At any time and upon request of the Board's Manager or Administrator by telephone request or email, Bidder shall
 - a. Increase the number of secure destruction containers collected and/or delivered/replaced for any location.
 - b. Decrease the number of secure destruction containers collected and/or delivered/replaced for any location.
 - c. Increase the frequency of collection and delivery/replacement service days for any location.
 - d. Decrease the frequency of collection and delivery/replacement service days for any location.
 - e. Extend or otherwise adjust the collection and delivery/replacement service provided for in this section.
- 6) To comply with the Illinois School Student Records Act [105 ILCS 10/1 et seq. and the Illinois Administrative Code [Title 44, Subtitle C, Chapter V Part 4500, Section 4500.40, Procedures for Physical Destruction or Other Disposition of Records Proposed for Disposal], the Board is required to hold materials that have been scanned for not less than thirty (30) days prior to the time the materials can be disposed. Upon request of the Board's Manager or Administrator, Bidder shall provide secure record destruction containers, including, but not limited to, console secure record destruction containers, to collect materials that have been

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scanned. Bidder will comply with all provisions regarding the destruction of such materials in accordance with the above-referenced Section 4500.40.

- 7) Bidder shall be required to move and transport all secure record destruction containers from the Board. Bidder shall not require the Board to move, relocate, or transport secure record destruction containers at any time in order to collect secure record destruction containers from the Board.
- 8) Bidder shall not charge the Board for collecting any empty secure record destruction containers.
- 9) Bidder shall only charge for secure destruction containers collected once materials inside the containers have been disposed of at Bidder's plant-based destruction operation facility or mobile destruction operations vehicle.

6. Collection and transport of materials for secure record destruction to Bidder's plant-based destruction operations facilities or mobile destruction operations vehicles

- a) Bidder shall ensure that all materials hereunder are securely contained and protected from unauthorized access at all times during the collection and transport process for each work order request.
- b) Only employees of the Bidder will be authorized to collect and transport materials designated for secure record destruction by the Board.
 - 1) Drivers employed by the Bidder shall hold a current, valid Illinois drivers license for the vehicles they will be operating as part of the collection and transport process.
 - 2) During the collection and transport process, employees of the Bidder shall wear a specific uniform that includes Bidder's company name and/or logo.
 - 3) During the collection and transport process, employees of the Bidder shall wear and display identification badges issued by the Bidder that will include Bidder's company name and/or logo, employee name, and employee photograph.
- c) Upon request of the Board's Manager or Administrator, Bidder shall collect materials designated for secure record destruction from the Board's warehouse currently located at 4720 South St. Louis Avenue, Chicago, IL 60632, the Board's Loop Office located at 42 West Madison Street, Chicago, IL 60602 and 1 North Dearborn 60602, the Board's Garfield Park Office located at 2651 West Washington Blvd., Chicago, IL 60612, the Board's Bridgeport Office located at 501 West 35th Street, Chicago, IL 60616, and any other address designated in writing from the Board's Manager or Administrator, including, but not limited to all of the Board's school, department, and administrative office locations as requested by the Board's Manager or Administrator at the time of request.
- d) For collection and transport of materials designated for secure record destruction from the Board's administrative offices, departments, schools, warehouse locations, and other locations as specified and approved by the Board to Bidder's plant-based destruction operations facility and/or Bidder's mobile destruction operation vehicle, selected Bidder shall collect and transport materials as prepared by the Board. The Board will prepare materials designated for secure record destruction in a manner that is suitable to the Board, based on the

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condition, volume, and location of the materials the Board designates for secure record destruction.

- e) Bidder shall park all vehicles, including collection vehicles and mobile destruction operations vehicles, in locations designated by the Board at all Board locations at which Bidder shall collect materials for secure record destruction. Where Board locations have a dock loading area, and upon Board request, Bidder shall park and load Bidder's vehicles in designated Board dock loading location.
- f) If Bidder shall be required to make more than one trip or use more than one vehicle to collect and transport all materials the Board has designated for secure record destruction for one work order, Bidder shall notify the Board's Manager or Administrator as soon as possible prior to the scheduled delivery. If Bidder charges a separate trip charge fee, Bidder shall only charge one trip charge per collection work order. Bidder shall not charge any additional fees if Bidder is required to make more than one trip or use more than one vehicle to complete one work order. If Bidder charges a separate trip charge fee, Bidder shall only charge one trip charge at the time Bidder collects materials the Board has designated for secure record destruction. Bidder shall not charge a separate trip charge fee at any other time or for any other service, including, but not limited to, delivery of secure record destruction containers, delivery of packing boxes, provision of consulting services, and meeting with Board employees.
- g) At the time of collection, Bidder shall provide the Board's Manager, Administrator, or other Board employee designated by the Board's Manager or Administrator, a receipt indicating the collection date, type of materials collected, quantity of materials collected, and confirmation of services provided.
 - 1) Bidder shall ensure all materials designated for secure record destruction are not released, lost, or otherwise damaged due to improper handling or environmental conditions at all times during the collection and transport process.
 - 2) Bidder shall handle materials designated for secure record destruction so that materials remain contained within their containers and/or packaging at all times during the collection and transport process. In the event materials are collected and transported in containers provided by the selected Bidder, containers must be locked and secure at all times during the collection and transport process.
 - 3) Bidder shall ensure all materials are securely contained within Bidder's collection vehicles at all times during the collection and transport process.
 - 4) Bidder shall ensure that collection vehicles are locked at all times during transport and when unattended.
 - 5) Bidder shall ensure Bidder's drivers are able to communicate through cell phone, radio, or other method in case of emergency at all times during the collection and transport process.
 - 6) Bidder shall ensure Bidder's drivers transport materials collected from the Board directly to Bidder's plant-based destruction operations facility.

7. **Security of Bidder's Plant-Based Destruction Operations Facility and Mobile Destruction Operations Vehicle for the protection of Board materials**

- a) Bidder shall ensure that all materials for secure record destruction collected from the Board are not released, lost, or otherwise damaged due to improper handling or environmental conditions at all times while at Bidder's plant based destruction operations facility or mobile destruction operations vehicle.

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- b) Bidder shall ensure that all materials for secure record destruction collected from the Board (with the exception of non-record materials, including, but not limited to, three-ring binders, binder clips, paper clips, staples, rubber bands, plastic report covers, spiral binding materials, and other materials of this type) are not removed from Bidder's plant-based destruction operations facility or mobile destruction operations vehicle until the materials have been rendered un-reconstructable by shredding or other method agreed to by the Board at the time Board's Manager or Administrator issues the work order.
- c) Bidder shall ensure that all materials for secure record destruction collected from the Board are maintained in a segregated, inventoried and isolated area in a secure, environmentally controlled area within Bidder's plant-based destruction operations facility until the destruction process has been completed.
- d) Selected Bidder has taken reasonable steps to prevent unauthorized access at all times to any areas where materials for secure record destruction collected from the Board may be collected, staged, sorted, or otherwise stored or prepared prior to the time destruction takes place and at all times during the destruction process of Board materials, including but not limited to, the following:
 - 1) Only employees of the Bidder shall be authorized to sort or otherwise prepare Board materials prior to the time destruction takes place. Only employees of the Bidder shall be authorized to perform the destruction of Board materials.
 - 2) Access by individuals who are not employees of selected Bidder to Bidder's plant-based destruction operations facility must be monitored and supervised at all times.
 - a. Bidder shall require all individuals who are not employees of the Bidder to sign a log upon entering Bidder's plant-based destruction operations facility that will include, at a minimum, the individual's first and last name, company, date, time entering facility, and time leaving facility.
 - b. Bidder shall require all individuals who are not employees of the Bidder to wear a visitor's badge.
 - c. Bidder shall require all individuals who are not employees of the Bidder to be supervised and/or escorted by an employee of the Bidder.
 - d. Bidder shall not allow any access to Board materials to any individuals who are not employees of Bidder without specific approval of Board representative.
 - 3) Bidder shall maintain and operate a security system at Bidder's plant-based destruction operations facility which will include a monitored alarm system that is used at all times during which the destruction operations facility is not occupied and a security camera monitoring system that is able to capture clear images of all individuals and their activities within the destruction operations facility.

8. Secure record destruction at Bidder's plant-based destruction operations facility and mobile destruction operations vehicle

- a) Bidder shall operate commercial-grade destruction equipment in both its plant-based destruction operations facility and Bidder's mobile destruction operations vehicle for the destruction of all materials for secure record destruction collected from the Board.

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- 1) Commercial-grade destruction equipment will be operated by authorized Bidder employees.
 - 2) Commercial-grade destruction equipment must render all materials for secure record destruction collected from the Board un-reconstructable once the destruction process is complete by shredding or other method agreed to by the Board at the time of request.
- b) Bidder shall weigh all materials for secure record destruction collected from the Board prior to the destruction of the materials to determine the total weight in pounds of the records for destruction for each work order. The number of pounds will be listed by the Bidder on the Certificate of Secure Record Destruction and on the invoice for each work order. If materials designated for secure record destruction are arranged in boxes on plastic or wooden pallets or if materials for secure record destruction are in containers provided by the selected Bidder, the weight of such plastic or wooden pallets or containers will not be included when Bidder determines total pounds of records destroyed.
- c) Whenever possible, Bidder shall destroy materials for secure record destruction collected from the Board immediately after the designated materials have been transported to the Bidder's plant-based destruction operations facility.
- d) In the event that Bidder cannot complete the destruction immediately after the designated materials have been transported to the Bidder's plant-based destruction operations facility, Bidder shall ensure the protection, security, and confidentiality of Board materials at all times until the destruction of all Board materials for secure record destruction for the work order has been completed.
- 1) Bidder shall ensure that all materials for secure record destruction collected from the Board are maintained in a segregated, inventoried and isolated area in a secure, environmentally controlled area within Bidder's plant-based destruction operations facility until the destruction process has been completed.
 - 2) Bidder shall complete the destruction of all materials for secure record destruction collected from the Board for any individual work order no later than on or before the fifteen (15th) business day from the day the materials were collected from the Board.
 - 3) In the event of existing or pending litigation, the Board may be required to place a legal hold on applicable records which would require the suspension of destruction. Upon Board notice, Bidder shall immediately cease the destruction of materials for secure record destruction collected from the Board until arrangements can be made that are acceptable to the Board for records to be returned to the Board.
- e) When Bidder is requested to destroy materials using Bidder's mobile destruction operations vehicle, Bidder shall destroy materials for secure record destruction collected from the Board immediately upon collection using Bidder's mobile destruction operations vehicle. Bidder's mobile destruction operations vehicle will destroy materials onsite at a location designated by the Board.
- f) Upon Board request, Bidder shall allow Board employees to witness the destruction of Board materials at Bidder's plant-based destruction operations facility and mobile destructions operations vehicle.
- g) If Bidder is unable to destroy any materials for secure record destruction collected from the Board as outlined in this section of the Contract, Bidder shall immediately notify the Board's Manager or Administrator. Bidder shall propose alternate arrangements for the secure record destruction of these materials that are acceptable to the Board and approved by the Board's Manager or

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Administrator or will arrange for the return of these materials to the Board in a manner that is acceptable to the Board and approved by the Board.

- h) Bidder shall dispose of materials collected from the Board for secure record destruction in a responsible manner. Whenever possible, Bidder shall recycle the materials Bidder has collected from the Board after the destruction of the materials has been completed or will dispose of these materials in an otherwise responsible and environmentally compliant manner after the destruction of the materials has been completed.
- i) For each work order for secure record destruction services, Bidder shall provide the Board's Manager or Administrator a Certificate of Destruction which attests that Bidder has completed the destruction of all materials collected from the Board for secure record destruction in a manner that renders the material un-reconstructable and in a manner that is environmentally compliant. The Certificate of Destruction will also include the date the destruction was completed. The Bidder shall provide the Board's Manager or Administrator the Certificate of Destruction within fifteen (15) business days from the date the secure record destruction was completed or otherwise upon Board request.

9. Customer Service

- a) Bidder shall provide customer service adequate to meet or exceed all obligations outlined in the Board's Section IV. of this document and to address any questions or concerns the Board may have.
- b) At a minimum, Bidder shall provide a telephone number for customer service assistance between the hours of 8:00 A.M. and 5:00 P.M. central time, Monday through Friday.
- c) At a minimum, Bidder shall provide the Board one account manager to manage and oversee the Board's secure record destruction services account at all times during the initial Contract term and any extensions of the Contract. Upon request, the account manager will adequately address the Board's questions and concerns within a reasonable time acceptable to the Board. If the designated account manager cannot adequately address the Board's questions and concerns to the Board's satisfaction, the selected Bidder shall take appropriate action to ensure the Board's account is managed to the Board's satisfaction. Bidder shall provide a contact phone number and email address for the designated account manager.

10. Use of Subcontractors

- a) If selected Bidder shall be using subcontractors to complete any or all of the work required for a work order requested by the Board, selected Bidder shall provide notice by telephone or email to the Board's Manager and Administrator.
 - 1) Selected Bidder shall provide such notice on or before one (1) business day prior to the date the work order has been scheduled.
 - 2) At a minimum, selected Bidder shall include as part of such notice the name of the company and the specific service or services the company will be providing as part of the work order.
- b) If any subcontractors will be collecting materials for secure destruction from any Board administrative office, department, school, and warehouse locations, and other locations as specified and approved by the Board, Bidder shall ensure that such subcontractors provide identification upon arrival at the location specified in the work order.
- c) If subcontractors will be collecting and transporting materials for secure destruction from any Board administrative office, department, school, and

IV. SCOPE OF SERVICES

warehouse locations, and other locations as specified and approved by the Board, Bidder shall ensure that such subcontractors transport materials directly from the Board location to Bidder's plant-based destruction operations facility.

- d) Bidder shall ensure that all subcontractors are in compliance with all applicable sections of this Contract. Bidder is responsible for ensuring that persons subcontracted for any services hereunder will complete the work in any applicable work order in accordance with the terms of this Contract.
- e) Bidder is wholly responsible for any and all services performed by any subcontractor(s) hereunder. The use of subcontractor(s) does not relieve Bidder of any responsibility. Bidder hereby warrants and ensures that any and all subcontractor(s) will recognize and agree that they are not employed or engaged by the Board but by Bidder. This is in addition to, and not in lieu of, any other terms and conditions in this Contract. This warranty will survive the termination or expiration of the Contract.

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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.

1. **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. All electronic bids must be submitted on a USB Drive. The USB Drive must be clearly labeled with the Bidder's company name. Each submittal section of the electronic bid must be separated into a different file.

2. **Contents of Response:**
 - A. **Bid Tabulation Pages:** The Bid Tabulation Spreadsheet must be completed by Bidder in compliance with Section VII.

 - B. **Bid Execution Page:** The Bid Execution Page must be appropriately completed.

 - 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 Program (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 USB Drive of audited financial statements or tax returns signed by the preparer (only if audited financial statements are not available) for the three (3) previous fiscal years must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Bidder(s). The financial statements shall only be included with the electronic submission.

 - H. **Insurance requirements:** Evidence of current insurance coverage must be submitted. If awarded this Contract, and Bidder's current coverage does not meet the requirements stated in this Contract, the Bidder shall acquire the required insurance coverage, prior to providing any Services.

V. SUBMITTAL REQUIREMENTS

- I. **Licenses:** Submit copies of your entities' applicable City of Chicago, State of Illinois licenses, and all other licenses relevant to the performance of this Contract.
- J. **Longevity of Business Organization:** List, and briefly describe how long your organization has been in business including any documentation that will support this information.
- K. **Joint Ventures:** A copy of the executed joint venture agreement, if applicable, must be submitted. Indicate **N/A** if Bidder will not be part of a joint venture agreement.
- L. **Legal Actions:** List, and briefly describe, any and all legal actions for the past three (3) years in which the Bidder has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance, or a defendant in a criminal action. Indicate **N/A** if Bidder does not have any legal actions as described above.
- M. **Work History with Board:** List, and briefly describe, any past work history with the Board, including the specific project worked on or the specific services delivered to the Board.
- N. **Certification Requirement or Equivalent:** A copy of proof of National Association for Information Destruction (NAID) current certification or equivalent.
- O. **Social Security Number Protection Policy:** As a condition to the award of the bid, the Bidder will provide to the Board evidence of its Social Security Number Protection Policy.

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VI. EVALUATION CRITERIA AND BASIS OF AWARD

1. SELECTION PROCESS

- a) **Evaluation Committee:** An Evaluation Committee, which will include representatives from the Law Department, 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 CPO shall represent the Board in all matters pertaining to this bid. The CPO reserves the right to reject any Bid and to disregard any informality in the Bids when, in her opinion, the best interest of the Board will be served by such action.
- d) **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 CPO. Any revisions of this bid solicitation deemed necessary by the CPO will be made only by an addendum issued by the Department of Procurement prior to the due date of this bid. A copy of any such addendum will be posted on the Department of Procurement 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 perform the Services on a timely basis.
- g) Submission of all submittal requirements.
- h) The evaluation of the MBE/WBE Program will be based on the quality of proposed MBE/WBE participation as demonstrated by the level, relevance and quality of participation by Minority/Women Business Enterprises. It should be noted that failure to

VI. EVALUATION CRITERIA AND BASIS OF AWARD

submit a complete and comprehensive MBE/WBE Program 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 provide the Services.
- l) Lowest, responsive, responsible Bidder.

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.

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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 Department of Procurement's 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.

There are four (4) categories of Services under this Bid.

Categories 1, 2, and 3 are on the second tab and must be filled out in their entirety. If a Bidder does not have the capacity to perform all the services on this tab, they will be deemed non-responsible. While it is necessary to fill out pricing for Categories 1-3, only Category 1 will be used for an award decision.

Category 4 is on the third and should only be filled out if the Bidder can provide said services to the Board.

Category 1: Onsite collection, Offsite Record Destruction

- This represent the core of Services the Board is seeking and the total price for this section will be used to make the award decision.
- All yellow cells in this section must be filled out.

Category 2: Secure Record Destruction Provision and Collection of Console Secure Record Destruction:

- This represents incremental services the Board may request. The total price for this section will not be used to make the award decision.
- This involves the provision of console secure containers by Bidder for removal of items for secure record destruction as requested and approved by the Board.
- All yellow cells in this section must be filled out.

Category 3: Onsite Collection, Onsite Secure Record Destruction:

- This represents incremental services the Board may request. The total price for this section will not be used to make the award decision.
- This involves the destruction per pound at onsite Board location using selected Bidder's mobile destruction operations vehicle.
- All yellow cells in this section must be filled out.

Category 4: Purchase of Bins and Boxes (Optional):

- This represents incremental services the Board may request. The total price for this section will not be used to make the award decision.
- The purchase of bins and/or boxes of various sizes per Bidders available inventory.
- All yellow cells in this section should be filled out only if Bidder can provide this service to the Board.

TAB: "Category 1, 2, 3":

- **Column A (Services):** Specific services as listed in the category sections,
- **Column B (Unit of Measure):** The Unit of Measure as described.
- **Column C (Estimated Quantities per year):** Estimated quantities provides an estimate of the number of Unit Measures that the Board may be requesting per instance. However estimated

VII. BID TABULATION PAGES

quantities provided are for informational purposes only and do not obligate the Board to purchase any minimum amounts. The Bid Prices provided on the Bid Tabulation page must be extended to the Board for all quantities requested, regardless of the number of Estimated Quantities listed. The Bidder shall not plead misunderstanding or deception because of such estimates or quantities, or of character, location, or other conditions pertaining to this contract.

- **Column D (Estimated Instances per Year):** Estimated instances per year for category service.
- **Column E (Unit Price):** Bidder must provide Bidder's Unit Price that will be fixed throughout the contract term.
- **Column F (Flat Trip Rate Charge):** The delivery/trip charge (if applicable). Enter \$0 if you do not charge for this service or if it is not an incremental cost. Must be quoted as flat rate.
- **Column G (Total Bid Price):** The Total Bid Price equals the unit price, multiplied by the estimated quantities, multiplied by the estimated instances per year, plus the trip charge multiplied by the estimated instances per year.

TAB: "Category 4":

- **Column A (Size):** Enter capacity in pounds of each Bin you offer for purchase. Enter cubic foot size of each Box you offer for purchase.
- **Column B (Unit of Measure):** The Unit of Measure as described.
- **Column C (Unit Price):** Bidder must provide Bidder's Unit Price that will be fixed throughout the contract term.
- **Column D (Delivery):** The delivery/trip charge (if applicable). Enter \$0 if you do not charge for this service or if it is not an incremental cost. Must be quoted as flat rate.
- **Column E (Total Price):** The Total Bid Price equals the unit price plus the delivery charge.

Summary Page

The Category 1 Aggregate Totals for 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.

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.

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VIII. BID EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 15-350045_ containing a full set of documents, including, 1) General Invitation, 2) General Terms and Conditions, 3) Specific Terms and Conditions, 4) Scope of Services, 5) Submittal Requirements, 6) Evaluation Criteria and Basis of Award, 7) Bid Tabulation Pages, 8) Bid Execution Page, 9) Attachments A, B, C, 10) Addenda Nos. _____ (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: The Shred Authority

ADDRESS: 4101 W. 124th Place

By: *[Signature]*
(Signature)

CITY: Alsip, IL 60803

NAME: Kenneth Williams

TELEPHONE: 312-842-2900

TITLE: President

(Printed)

ATTEST BY: *[Signature]*
(Signature)

Subscribed and Sworn to before me this
day of Aug 3 2015

NAME: Eric Bennett

TITLE: CFO

Corporate Seal (requested, not required)

[Signature]
Notary Public Signature
Seal of Notary



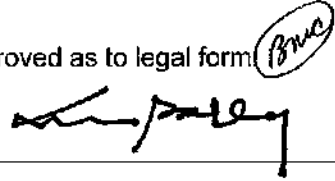
Date of Award: 24 September, 2015 Term of Contract: **One year from execution date.**

By execution below, the Board accepts the offer of **Renard Limited, LLC, dba The Shred Authority**, in an amount not to exceed the amount listed in the approving Board Report, originally set at **\$25,000.00 for the initial 1-year term.**

BOARD OF EDUCATION OF THE CITY OF CHICAGO

Board Rules Section 7-2b.3. and Section 7-13.
Bid Specification No.: 15-350045
15-0924-PBID1-1

By: 
Sebastien de Longeaux
Chief Procurement Officer

Approved as to legal form 
James L. Bebley, General Counsel

SECTION VII. BIDDING



A	B	C	D	E	F	G
Category 1 - Onsite Collection, Offsite Secure Record Destruction						
Services	Unit of Measure	Estimated Quantities (pounds) per pick up	Estimated instances per year	Unit Price	Flat Rate Trip Charge (if applicable, enter \$) if the is not an incremental cost	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Destruction per pound at Bidder's Facility	Per pound	30,000	5	\$ 0.03		\$ 4,425.00

A	B	C	D	E	F	G
Category 2 - Secure Record Destruction Provision and Collection of Console Secure Record Destruction (incremental to Category 1, for informational purposes, will not be used as award basis)						
Services	Unit of Measure	Estimated Quantities (containers)	Estimated instances per year	Unit Price	Flat Rate Trip Charge (if applicable, enter \$) if this is not an incremental cost	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Provision of console secure containers by Bidder for removal of items for secure record destruction as requested and approved by the Board	Per container	10	4	\$ 5.00	\$ 10.00	\$ 240.00

A	B	C	D	E	F	G
**Category 3 - Onsite Collection, Onsite Secure Record Destruction (incremental to Category 1, for informational purposes, will not be used as award basis)						
Miscellaneous Services	Unit of Measure	Estimated Quantities	Estimated instances per year	Unit Price	Flat Rate Trip Charge (enter \$) if this is not an incremental cost	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Destruction per pound at onsite Board location using selected Bidder's mobile destruction operations vehicle	Per pound	3,000	4	\$ 0.04		\$ 480.00



SECTION VII. BID TABULATION

Specification No. 11-250004
Secure Record Destruction

A	B	C	D	E	F	G
Category 1 - Onsite Collection, Offsite Secure Record Destruction						
Services	Unit of Measure	Estimated Quantities (pounds) per pickup	Estimated instances per year	Unit Price	Flat Rate Trip Charge (if applicable, enter \$0 if this is not an incremental cost)	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Destruction per pound at Bidder's Facility	Per pound	30,000	5	\$ 0.0295		\$ 4,425.00

A	B	C	D	E	F	G
Category 2 - Secure Record Destruction Provision and Collection of Console and Large Gallon Secure Record Destruction Containers (Approximate Size 95 Gallons) Secure Record Destruction (incremental to Category 1, for informational purposes, will not be used as award basis)						
Services	Unit of Measure	Estimated Quantities (containers)	Estimated instances per year	Unit Price	Flat Rate Trip Charge (at time of collection, enter \$0 if this is not an incremental cost)	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Provision of console secure containers by Bidder for removal of items for secure record destruction as requested and approved by the Board	Per container	10	4	\$ 5.00	10.00	\$ 240.00
Provision of large gallon record destruction containers (approximate size 95 gallons) by Bidder for removal of items for secure record destruction as requested and approved by the Board	Per container	10	4	\$ 15.00	10.00	\$ 640.00

A	B	C	D	E	F	G
Category 3 - Onsite Collection, Onsite Secure Record Destruction (incremental to Category 1, for informational purposes, will not be used as award basis)						
Miscellaneous Services	Unit of Measure	Estimated Quantities*	Estimated instances per year	Unit Price	Flat Rate Trip Charge (enter \$0 if this is not an incremental cost)	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Destruction per pound at onsite Board location using selected Bidder's mobile destruction operations vehicle	Per pound	3,000	4	\$ 0.04		\$ 480.00

[Signature]
Signature of Authorized Bidder Representative

KENNETH WILLIAMS
Print Name of Authorized Representative

312-842-2900
Telephone Number

President
Title

**Category 3 - Onsite Collection, Onsite Secure Record Destruction (incremental to Category 1, for informational purposes, will not be used as award basis)



SECTION VII TABULATION

Specification No: 0045
Secure Record Destruction

A	B	C	D	E	F	G
Category 1 - Onsite Collection, Onsite Secure Record Destruction						
Services	Unit of Measure	Estimated Quantities (pounds)/per pickup	Estimated Instances per year	Unit Price	Flat Rate Trip Charge (if applicable, enter \$0 if this is not an incremental cost)	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Destruction per pound at Bidder's Facility	Per pound	30,000	5	\$ 0.0295	\$	\$ 4,425.00

A	B	C	D	E	F	G
Category 2 - Secure Record Destruction Provision and Collection of Console and Large Gallon Secure Record Destruction Containers (Approximate Size 95 Gallons) Secure Record Destruction (Incremental to Category 1, for informational purposes, will not be used as award basis)						
Services	Unit of Measure	Estimated Quantities (containers)	Estimated Instances per year	Unit Price	Flat Rate Trip Charge (at time of collection, enter \$0 if this is not an incremental cost)	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Provision of console secure containers by Bidder for removal of items for secure record destruction as requested and approved by the Board	Per container	10	4	\$ 5.00	\$ 10.00	\$ 240.00
Provision of large gallon record destruction containers (approximate size 95 gallons) by Bidder for removal of items for secure record destruction as requested and approved by the Board	Per container	10	4	\$ 15.00	\$ 10.00	\$ 640.00

A	B	C	D	E	F	G
Category 3 - Onsite Collection, Onsite Secure Record Destruction (Incremental to Category 1, for informational purposes, will not be used as award basis)						
Miscellaneous Services	Unit of Measure	Estimated Quantities	Estimated Instances per year	Unit Price	Flat Rate Trip Charge (enter \$0 if this is not an incremental cost)	Total Bid Price (Unit Price x Estimated Quantity + Trip Charge)
Destruction per pound at onsite Board location using selected Bidder's mobile destruction operations vehicle	Per pound	3,000	4	\$ 0.04	\$	\$ 480.00

Signature of Authorized Bidder Representative:

Telephone Number: 312-842-2500

Telephone Number

Ken Williams

President

Print Name of Authorized Representative

Title



SECTION VII. REDEMPTION

Specification No: 15-045

Secure Record Destruction

The following Miscellaneous Services pricing will NOT be considered as basis for awarding this Contract

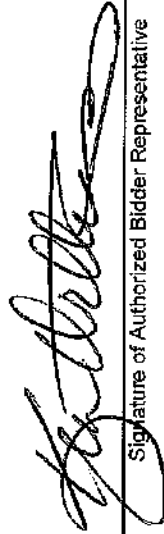
A	B	C	D	E
**Category 4 - Secure Record Destruction - Purchase of Bins				
Size (Capacity of Bin in pounds)	Unit of Measure	Unit Price	Delivery charge (if applicable)	Total Price (Unit Price + Delivery Charge)
200	Pound container	\$ 75.00	\$ 10.00	\$ 85.00
300	Pound container	\$ 85.00	\$ 10.00	\$ 95.00
100	Pound container	\$ 85.00	\$ 10.00	\$ 95.00
	Pound container			\$ -
	Pound container			\$ -
	Pound container			\$ -
	Pound container			\$ -

A	B	C	D	E
**Category 4 - Secure Record Destruction - Purchase of Boxes				
Size (Capacity of Box in cubic feet)	Unit of Measure	Unit Price	Delivery charge (if applicable)	Total Price (Unit Price + Delivery Charge)
1.2	Cubic Foot Box	\$ 2.50		\$ 2.50
1.8	Cubic Foot Box	\$ 4.00		\$ 4.00
2.4	Cubic Foot Box	\$ 5.00		\$ 5.00
	Cubic Foot Box			\$ -
	Cubic Foot Box			\$ -
	Cubic Foot Box			\$ -
	Cubic Foot Box			\$ -

SECTION VII. TABULATION

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

SUMMARY of Secure Record Destruction Bid	Total Bid Price
Category 1: Onsite collection, Offsite Record Destruction	\$ 4,425.00
**Category 2: Secure Record Destruction Provision and Collection of Console Secure Record Destruction	\$ 240.00
**Category 3: Secure Record Destruction Miscellaneous Services	\$ 480.00
**Category 4: Secure Record Destruction Miscellaneous Services	N/A



Signature of Authorized Bidder Representative

312-842-2900

Telephone Number

Kenneth Williams

President

Print Name of Authorized Representative

Title

****The Miscellaneous Services pricing will NOT be considered as a basis for awarding this Contract**

09/15/15

Cost Estimate Breakdown for New Secure Record Destruction Contract

Destruction from the GPS Warehouse		Notes
Estimated Pounds per Year	200,000	
Estimated Pounds per Collection	40,000	Estimate of 200,00 lbs of records per year based on past use
Estimated Number of Annual Collections	5	
Cost per Pound	\$0.03	
Total Annual Cost	\$6,000.00	

Destruction of Records at Recall		Notes
Estimated Boxes at Recall for Disposal	12,000	Recall can do 250 per week or 1,000 boxes per month x 12 months = 12,000 boxes annually
Estimated Pounds per Box (1.2 foot box or 2.2 foot)	50	1.2 box averages between 30 and 50 pounds / 2.2 box averages between 50 and 60 pounds
Estimated Pounds for Destruction	600,000	# boxes at Recall x pounds per box = 12,000 x 50
Cost per Pound	\$0.03	
Total Annual Cost	\$18,000.00	Pounds for destruction x cost per pound = 600,000 x \$0.03

Destruction Using Consoles		Notes
Estimated Pounds of Records per Console	100	
Cost per Pound to Destroy Records	\$0.03	
Estimated Cost to Destroy Records in 1 Console (assuming records weigh 100 pounds)	\$3.00	pounds per console x cost per pound = 100 x \$0.03

Estimated Number of Consoles Needed per Delivery	10	
Estimated Number of Deliveries of 10 Consoles Annually	4	
Estimated Number of Consoles Needed Annually	40	# consoles per delivery x estimated annually deliveries = 10 x 4
Cost per Console	\$5.00	
Trip Charge for Each Delivery	\$10.00	
Estimated Charge for 40 Consoles Annually	\$200.00	# consoles annually x cost per console = 40 x \$5
Estimated Delivery Charge of 4 Deliveries Annually	\$40.00	# annual deliveries x trip charge = 4 x \$40
Estimated Cost Annually for Console plus Deliveries	\$240.00	Annual charge per console + annual delivery charge = \$200 + \$40
Estimated Cost to Destroy Records of Records in 40 Consoles Annually	\$120.00	pounds per console x annual number of consoles = \$3.00 x 40
Total Cost to Destroy Records in Consoles	\$360.00	Annual cost of consoles + delivery + cost to destroy = \$240 + \$120
Destruction Using 95 Gallon Containers		
Estimated Pounds of Records per 95 Gallon Container	300	
Cost per Pound to Destroy Records	\$0.03	
Estimated Cost to Destroy Records in 1 Container (assuming records weigh 300 pounds)	\$9.00	pounds per console x cost per pound = 300 x \$0.03
Estimated Number of 95 Gallon Containers Needed per Delivery	10	
Estimated Number of Deliveries of 10 95 Gallon Containers Annually	4	
Estimated Number of 95 Gallon Containers Needed Annually	40	# 95 containers per delivery x estimated annually deliveries = 10 x 4

Cost per 95 Gallon Container	\$15.00	Estimated
Trip Charge for Each Delivery	\$10.00	Estimated
Estimated Charge for 40 95 Gallon Containers Annually	\$600.00	# consoles annually x cost per console = 40 x \$15
Estimated Delivery Charge of 4 Deliveries Annually	\$40.00	# annual deliveries x trip charge = 4 x \$40
Estimated Cost Annually for 95 Gallon Containers plus Deliveries	\$640.00	Annual charge per container + annual delivery charge = \$600 + \$40
Estimated Cost to Destroy Records of 40 Consoles Annually	\$350.00	pounds per console x annual number of consoles = \$9.00 x 40
Total Cost to Destroy Records in Consoles	\$1,000.00	Annual cost of consoles + delivery + cost to destroy = \$240 + \$360
Estimated Cost	\$25,360.00	
Cost for Executive Summary	\$25,000	