

**Bethalto Community Unit School District No. 8**  
**101 School Street**  
**Bethalto, Illinois, 62010**

**REQUEST FOR PROPOSALS FOR THE  
DEVELOPMENT AND MANAGEMENT OF A  
WIRELESS TELECOMMUNICATIONS FACILITY**

To interested contractors:

The Board of Education of Bethalto Community Unit School District No. 8 (“District”) is soliciting proposals for the development, construction, marketing, and management of a wireless telecommunications facility located on the District property at Civic Memorial High School, 200 School Street, Bethalto, Illinois, 62010.

Proposals must be submitted in accordance with the provisions, specifications, and instructions set forth herein and will be received as described in this request.

Proposal packets are available for download on the District website at [www.bethalto.org](http://www.bethalto.org), or you may contact Dr. Barrett Deist at [bdeist@bethalto.org](mailto:bdeist@bethalto.org) for a copy of the proposal packet.

Please read the entire proposal packet and submit your proposal in accordance with the instructions.

Proposals must be submitted in a sealed envelope address to: Dr. Barrett Deist, Assistant Superintendent of Finance & Operations, CSBO, with “Telecommunications Proposal” labeled on the envelope by September 18th, 2020 at 2:00 p.m. to 101 School Street, Bethalto, Illinois, 62010.

## PROPOSAL INSTRUCTIONS

### Proposal Schedule

<b>Activity:</b>	<b>Date:</b>
Request for Proposal Issued	July 20th, 2020
Deadline for Written Requests for Clarification	August 31st, 2020 at 2:00 p.m.
Proposal Due Date	September 18th, 2020 at 2:00 p.m.
Presentations (If Necessary)	October 8th, 2020 at TBD
Board Review and Consideration	October 22nd, 2020
Notification of Award	November 19th, 2020

#### **I. Proposal Packet/Addendum:**

The proposal packet and any issued addendum thereto may be obtained by contacting Dr. Barrett Deist at [bdeist@bethalto.org](mailto:bdeist@bethalto.org) or by visiting the District's website at [www.bethalto.org](http://www.bethalto.org).

#### **II. Deadline for Written Requests for Clarification:**

Prospective contractors may request clarification of the terms and conditions contained in this proposal packet or request changes thereto by submitting such requests in writing to Dr. Barrett Deist at [bdeist@bethalto.org](mailto:bdeist@bethalto.org). "Telecommunications Proposal" should be included in the subject line of any such emailed requests. All requests related to this Request for Proposals ("RFP") must be submitted no later than August 31st, 2020 at 2:00 p.m.; requests submitted after this date and time will not be answered. NO ORAL REPRESENTATIONS WILL BE BINDING ON THE BOARD.

#### **III. Proposal Due Date:**

Proposals will be accepted until September 18th, 2020 at 2:00 p.m. The proposal must be submitted with all required documents in a sealed envelope addressed to Dr. Barrett Deist, Assistant Superintendent of Finance & Operations, CSBO, with "Telecommunications Proposal" labeled on the envelope.

#### **IV. Definitions:**

"Board" or "District": The Board of Education of Bethalto Community Unit School District No. 8, Madison County, Illinois.

"Contractor": the successful Offeror.

"Offeror": any individual or organization submitting a proposal.

"Proposal Documents" include the following: (i) Proposal Instructions; (ii) Proposal Specifications; (iii) Proposal Conditions; (iv) Proposal Forms and the attachments thereto; and (v) Addenda, if any.

## PROPOSAL SPECIFICATIONS

### **I. Introduction:**

The objective of this RFP is to obtain the services of a qualified licensed firm to provide development and management services for a Wireless Telecommunications Facility on the District's property located 200 School Street, Bethalto, Illinois, 62010.

The District requires the Contractor to enter into an agreement to develop, market, and manage a wireless telecommunications facility on a site owned by the District and generally depicted on Exhibit 1. The District seeks proposals from interested firms that can demonstrate the capability to market, develop, sublicense, manage, and maintain a telecommunications facility on District property. The Contractor may propose a variety of arrangements concerning the property interest to be granted for the wireless telecommunications facility, but the property interest will likely take the form of either an easement or a lease agreement, with a lease term not to exceed 25 years. It should be noted that the District is not interested in selling any real estate as part of this process.

The District seeks a robust telecommunications facility that can accommodate and improve the wireless needs of the District into the future. The District's goals are to: (i) increase the bandwidth and capacity of wireless communications in the School District, (ii) improve District communications, (iii) maximize District revenues, (iv) minimize aesthetic impact to the community, and (v) accomplish these goals in as little time as reasonably possible. The requirements as set forth in this RFP were prepared with the best information available to the District. However, the District is open to ideas and advice from Offerors as to the best approach to accomplish the aforementioned goals, and as such, the District welcomes comments on this RFP. Specifically, if any Offeror believes that any of the terms or conditions included herein will inhibit the Board from meeting its aforementioned goals, the District encourages comments to be submitted in writing to Dr. Barrett Deist in accordance with Section II of the Proposal Instructions.

### **II. Purpose of Request:**

In order to increase cellular signal coverage and bandwidth, improve District communications, and maximize District revenues, the District is seeking the services of a qualified firm to: install a telecommunications facility, manage the facility over at least 10 years, and negotiate and manage third-party licenses (sublicenses) for the use of this telecommunications facility. The Contractor must demonstrate real estate expertise, financial stability, site development and project management proficiency with managing a telecommunications facility on government owned property. **The sole compensation to the Contractor will be the payments it negotiates and receives from third parties for the use of the telecommunications facility it constructs on District property.**

### III. Proposal Submission Requirements

Each proposal shall describe the Offeror's qualifications and understanding of the work to be performed. Offerors shall address the submission elements listed below, in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

#### 1. *Offeror Organization:*

(a) Location: Location of the Offeror's headquarters; the nearest office to the District; the Offeror's phone and facsimile numbers; and a list of current officers and leadership of the Offeror.

(b) Project Team: An organizational chart and written description of the proposed Project Team, with the names and titles of the key individuals. Include a supporting narrative to describe the qualifications, education and experience of personnel to be assigned to the project.

(c) Financial Data: The Offeror shall submit an audited financial statement for each of the past three years prepared by a Certified Public Accountant along with proof of licensure to conduct business within the State of Illinois.

(d) Subcontractor Data: Identify all subcontractors (including consultants, advisors and suppliers) to be used on the project and describe their specific responsibilities, qualifications, and background experience. Include evidence of financial stability for each major subcontractor, consultant or advisor.

#### 2. *Experience:*

(a) Offeror: Describe the Offeror's prior related experience and expertise in providing equivalent management and development of wireless telecommunication base station facilities in similar size and scope to that specified. Responses must include at least three references, with the names, addresses, and phone numbers of contact persons; size and scope (magnitude and complexity) of the project; and the date of award and period of performance must also be included.

(b) Offeror/Subcontractor Profiles: Provide recent data describing the current organization, date of incorporation, dollar volume, number of employees, home office location, and other company profile information. A profile must be completed for the primary vendor and any subcontractor that will be assigned to the project.

#### 3. *Project Understanding:*

The Offeror shall provide a written narrative statement to demonstrate his or her understanding of developing, a detailed marketing plan, building, maintaining and managing a wireless telecommunications base station from a technical approach. The marketing plan shall include, among other things, how the Property will be marketed to cellular communications carriers.

Further, the Offeror will describe the approach/methodology to providing services. The Offeror shall present a description of the phases or segments, if any, into which the proposed program can logically be divided and performed. The technical narrative should address separately each of the tasks described in the scope of work. This section should also contain a discussion of any changes proposed by the Offeror.

Moreover, the proposal must include a description of: (i) the proposed approach and timing for identifying the proposed site for the wireless telecommunications facility; (ii) the proposed approach and timing for obtaining all governmental approvals and permits for construction; (iii) the cost to and ability to fund construction of the telecommunications facility, including the names of all funding services; (iv) the proposed approach and timing to market the telecommunications facility; (v) the anticipated leasing/licensing procedure; (vi) the ability to comply with all terms of this RFP; and (vii) an anticipated project plan, listing all milestones and the approximate duration of each milestone. Anticipated significant difficulties and specific techniques to be used should be addressed.

#### *4. Project Fees:*

Each Offeror's proposal shall contain a complete, itemized estimate of all construction fees of the wireless telecommunications facility, which costs shall be based on the applicable prevailing wages. Offerors must provide a projection of anticipated quantities and average annual gross revenues for sub-licenses or licenses to third parties of space on the telecommunications facility. Such fees may include base rent, land lease, and a percentage of revenue from licenses issued by the Offeror to third-parties, or any combination thereof.

#### *5. Proposed Occupancy and Use Agreement:*

Each Offeror's proposal shall contain a proposed agreement with the District governing the construction, use, and management of the wireless telecommunications facility. Any proposed agreement must address the following: (i) construction of the wireless telecommunications facility; (ii) term of agreement; (iii) permitted use of the wireless telecommunications facility; (iv) revenue generation for the District through the Offeror's management of the wireless telecommunications facility; (v) insurance meeting the requirements of Section 4.9 of the Proposal Conditions; (vi) indemnification of the District, its individual Board of Education members, employees, and agents; (vii) environmental representations and warranties (viii) if applicable, a lease term not to exceed 25 years; and (ix) maintenance obligations by the Offeror. The preceding provisions are not an exhaustive list of agreement terms.

#### **IV. Contractor's Scope of Services:**

The Contractor shall provide all labor, materials and expenses to complete the project, and shall at all times comply with all applicable laws rules and regulations. **This project is subject to the Illinois Prevailing Wage Act (820 ILCS § 130/1 et seq.) and the Contractor shall be required to pay the applicable prevailing wages and comply with the requirements of said Act.**

Upon the award of the agreement, the Contractor shall:

1. Perform a soil study and site analysis of the property located at 200 School Street, Bethalto, Illinois, 62010, specifically the most Northwest portion of the property (“Property”), which is depicted on Exhibit 1, to identify the optimal location for the telecommunications facility. The Contractor shall provide a copy of the soil study to the District once obtained. The costs of the study shall be borne by the Contractor.
2. Analyze existing cell coverage throughout the geographic boundaries of Bethalto Community Unit School District No. 8 (“School District”) and, in particular, the Property. A map of the School District boundaries is attached hereto as Exhibit 2.
3. Recommend a monopole cell tower height that will: (a) improve cell coverage and bandwidth in the School District and, (b) accommodate municipal equipment to improve municipal communications; and (c) accommodate no fewer than six (6) telecommunications equipment arrays and associated equipment.
4. Recommend the preferred boundaries of the telecommunications facility site (“Site”) within the Property.
5. Provide a proposed agreement between the Contractor and the Board concerning the occupancy of the District’s property, whether such proposed agreement takes the form of a lease agreement or easement agreement. The proposed agreement must include the terms and conditions set forth in the Proposal Conditions of this RFP. In the event the proposed agreement is a lease agreement, the term of the lease may not exceed 25 years per Illinois law. Further, the agreement should address the ownership interest in the telecommunications facility and, if applicable, the sale terms of the telecommunications facility at the termination of the agreement. In the event the Contractor intends to remove the telecommunications facility upon termination of the agreement, the agreement shall address the restoration of the Site.
6. Design, engineer, and construct a new telecommunications facility. This shall include a tower and foundation design for a telecommunications facility that can accommodate no fewer than six (6) equipment arrays. Prior to allowing any equipment on the tower, the Contractor shall require that plans depicting the equipment, certified by a licensed engineer, be submitted to the Contractor for its review. The Contractor shall cause such plans to be reviewed by a licensed engineer who shall evaluate such plans as well as the proposed cumulative load on the tower. The Contractor shall approve such equipment for location on the tower only if the Contractor’s licensed engineer first affirms in writing that the tower has adequate capacity to hold the proposed load, as well as the cumulative load of all the equipment proposed to be located on the tower. The Contractor and its licensed engineer shall ensure that the requirements contained in this RFP are included in the design and construction of the telecommunications facility.
7. Prepare site construction package, to include a license exhibit, zoning and permitting drawings.

8. Prepare architectural renderings and engineering design drawings and provide as-builts drawings in both hard copy as well as electronic format.
9. Take all steps necessary to secure all required governmental approvals, including, but not limited to, District approval, Federal Aviation Administration approvals, abatement quotes, environmental studies, storm water management studies, building permits, site plan approvals, easements, and any other governmental approval required for the construction of a new telecommunications facility.
10. Negotiate sub-license agreements for use of the telecommunications facility with third party cellular communications carriers on terms and conditions acceptable to the District.
11. Provide the District with monthly rental and income reports for the telecommunications facility managed by the Contractor; provide the District with prompt updates on changes that occur at the telecommunications facility, including all new installations, upgrades, and equipment removals.
12. Establish formal evaluation and quality control procedures by which the District can monitor each obligation of the Contractor under any applicable lease or easement agreement. The evaluation and quality control procedures must provide sufficient information to allow the District to monitor the Contractor's progress and effectiveness and shall include a summary of the Contractor's licenses and marketing efforts so that the District can evaluate the effectiveness of the services provided on an annual basis. The Contractor shall submit the quality control report to the District no later than June 1 of each contract year.
13. Pay any taxes due as a result of the telecommunications facility.
14. Allow the District to utilize space on the tower and Site for its equipment and that of the Village of Bethalto, if any.
15. Pay the District an agreed percentage of gross revenues or set fee from operation and management of the telecommunications facility. Payment may also include an initial fee connected to the lease or easement.

## **V. Evaluation and Selection Criteria**

The District, with input from its administration, intends to award this project promptly following careful analysis.

The criteria, not necessarily in order of priority, for the selection of the Contractor will be:

- Potential expected revenue generation from sub-leases to telecommunications carriers;
- Terms of the underlying proposed development and management agreement;
- Space requirements for wireless telecommunications facility;
- Proposed timeline for completion of wireless telecommunications project;
- Proposed design of wireless telecommunications project;



- Increased bandwidth/capacity and coverage of network;
- Marketing plans and management capabilities of telecommunications carriers;
- Project experience and references; and
- Contract terms and conditions.

The process will involve proposal reviews, based on the above criteria, to determine qualified Offerors. Qualified offerors may be contacted for an interview before the District. It must be noted that this RFP is not subject to the bidding requirements of Section 10-20.21 of the Illinois *School Code* (105 ILCS 5/10-20.21) and that the District's release of this RFP was done to foster competition among interested Offerors and not to submit to the requirements of Section 10-20.21. Accordingly, the District may award this contract, if at all, to the Offeror it deems to be most qualified and will best serve the District's interests based upon the response to the RFP.

## PROPOSAL CONDITIONS

### **1. Form of Proposal**

1.1 Proposal Submission: All responses to this RFP must be submitted to the District Office at 101 School Street, Bethalto, Illinois 62010, no later than the date and time set forth on the Proposal Submission Form. The proposal must be submitted in a sealed envelope addressed to Dr. Barrett Deist, Assistant Superintendent of Finance & Operations, CSBO. The sealed proposal must be submitted on the forms provided.

Provide one (1) hard copy and one (1) digital copy on USB Flash Drive in PDF format with your submittal.

All communication in connection with this request shall be submitted in writing as follows:

Dr. Barrett Deist  
Assistant Superintendent of Finance & Operations, CSBO  
Bethalto Community Unit School District No. 8  
101 School Street, Bethalto, Illinois 62010  
E-mail: [bdeist@bethalto.org](mailto:bdeist@bethalto.org)

1.2 Contract: No contract or agreement will be implied, final or in effect between the Board and the Contractor until acceptable contract terms have been agreed upon in writing by the parties. The Contractor must enter into an executed contract with the Board in order to finalize the award of the proposal. If mutual agreement on contract terms cannot be reached, the Board will proceed to negotiations with another Offeror. The selection of a Contractor by the Board shall not create a contractual relationship between the Board and the Contractor until the parties have entered into a written signed agreement.

1.3 Performance and Payment Bond: A single performance and payment bond for the total cost of the construction of the wireless telecommunications facility will be required for the project from the Contractor. The payment and performance bonds shall be placed with a surety company or companies having a financial strength rating no lower than "A" in Best's Insurance Guide (current edition). If the Contractor intends to require bonding at the subcontractor level and or provide an overall umbrella protection such as subguard, you must state so in your proposal and detail the additional costs associated with such.

### **2. Late Proposals and Termination**

2.1 Late Proposals: Proposals received after the time specified in the Proposal Documents may not be considered.

2.2 Termination of the Contract for Cause: Should the Contractor fail to comply with any of the terms or conditions set forth in the Proposal Documents, or should the District determine the Contractor is in any way unfit, unqualified, or unable to perform all the needs of

the District, then and in that event with at least two (2) weeks written notice to the Contractor, the contract may be terminated by the District without penalty or damages. Failure to operate in accordance with these specifications shall be deemed sufficient reason for the termination of the contract by the District.

### **3. Offeror Representations**

3.1 Complete Understanding: Each Offeror warrants and represents that he or she has read and understands the Proposal Documents.

3.2 Specifications: Each Offeror warrants and represents that the proposal is based on the specifications and terms and conditions contained in the Proposal Documents.

3.3 Authorized Representative: Each Offeror warrants and represents that he or she is the authorized representative of the Offeror and has the authority to bind the Offeror under the terms and conditions contained in the proposal.

### **4. Miscellaneous**

4.1 Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the proposal price. Further, Contractor shall be responsible for the payment of any taxes assessed as a result of the construction and operation of a wireless telecommunications facility. A copy of the Board's tax exempt certificate will be provided to the Contractor upon execution of the contract.

4.2 Waivers: The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Proposal Documents unless specifically set forth in writing.

4.3 Default: If any Offeror fails to fulfill any or all terms and conditions of the Proposal Documents, said Offeror may be declared to be in default, and shall be subject to any and all other remedies available to the Board.

4.4 Compliance with Applicable Law: The Offeror shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code of 2012* (720 ILCS 5/1 *et al.*) in performing under the Proposal Documents.

4.5 Legal Requirements: It shall be the responsibility of the Offeror to be knowledgeable of all applicable federal, state, county, and local laws, ordinances, rules and regulations and School Board Policy and Procedures (collectively, "Laws") that in any manner affect the scope of services required hereunder. Failure to comply with Laws may result in the immediate termination of the Contractor's contract at the sole discretion of the District. Lack of

knowledge by the Contractor and Offeror(s) will in no way be a cause for relief from responsibility. Offerors confirm their knowledge of Laws by submitting a proposal.

4.6 Assignment: No assignment of the duties and obligations contained herein shall be permitted without the prior written consent of the Board, which it may withhold in its own discretion.

4.7 Indemnification: To the fullest extent permitted by applicable law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Board, and its respective board members, officers, employees and agents (collectively "Indemnitees") from and against all claims, liabilities, damages, losses, causes of actions, suits, judgments and expenses, including attorneys' fees of any nature, kind or description (collectively "Liabilities") of any person or entity whatsoever arising out of, related to, connected with or caused by any breach of this Agreement by Contractor or the performance of the services under this agreement or work or management of the wireless telecommunications facility, or any part thereof; provided that, with regard to the performance of the services, such liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of casual personal property, including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable under contract or statutory or common law. Contractor agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on the wireless telecommunications facility; waives any limitation of liability defense based upon the *Worker's Compensation Act*, court interpretations of said Act or otherwise; and agrees to indemnify, contribute to claims against, and defend Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnitees' own negligence.

4.8 Venue: By submitting a response, the Offeror agrees that venue for all disputes related to the project and the RFP is the Circuit Court for the Third Judicial Circuit in Madison County, Illinois or the U.S. District Court for the Southern District of Illinois, as the case may be. All disputes between the Contractor and the Board shall be governed by Illinois law notwithstanding its choice of laws and provisions.

4.9 Insurance: The Contractor shall procure and maintain at its own cost and expense (1) commercial general liability on an occurrence basis in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, (2) worker's compensation coverage in the minimum statutory amounts and employer's liability coverage in the minimum amount of \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease, (3) business auto liability insurance, including, owned, hired and non-owned vehicles, in the minimum amount of \$1,000,000 per accident for bodily injury and property damage, (4) professional liability insurance in the minimum amount of \$2,000,000 per claim and in the aggregate and (5) umbrella or excess liability coverage of at least \$10,000,000 per occurrence and in the aggregate (the Contractor may use a combination of insurance products to meet the

minimum levels required herein). The Contractor shall name the Indemnitees as additional insureds, on a primary and non-contributory basis, on all insurance policies required herein, with the exception being the worker's compensation insurance and professional liability insurance.

The Contractor shall provide a certificate of insurance on a form acceptable to the Board evidencing the required insurance. The Offeror shall provide a certificate of insurance with its proposal. All insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insured have other insurance which is applicable to the loss, it will apply on an excess or contingent basis. The Contractor waives any right of subrogation it or any of its insurers may have against any of the Indemnitees,

4.10 Withdrawal of Proposals: All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date of submission. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of submission. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.11 Rights of the Board: The Board reserves the right to accept or reject all or any part of any proposal, waive informalities and or defects, and award the contract to the Offeror that is, in the judgment of the District, most qualified and will best serve the District's interests.

## **PROPOSAL FORMS**

Carefully complete every form that is included in this Proposal Forms Section. All forms and attachments should be included in your sealed proposal envelope.

### **Proposal Checklist**

**(All items must be included with the Proposal)**

1. \_\_\_\_ Required Elements of Proposal (Must Answer/Respond to All)
  - Responses to the items in Section IV of the Proposal Specifications
  - Marketing plan
2. \_\_\_\_ Proposal Checklist
3. \_\_\_\_ Proposal Submission Form (Signed and Notarized)
4. \_\_\_\_ Sexual Harassment Policy Certificate (Form A and Attachment thereto) (Must Be Signed and Notarized)
5. \_\_\_\_ Certificate of Eligibility to Contract (Form B) (Must Be Signed and Notarized)
6. \_\_\_\_ W-9 Form (Sample of First Page Is Included as Form C) (The Full Current Version of the Form W 9 From the IRS Website Must Be Completed and Signed)
7. \_\_\_\_ One (1) Hard Copy of all Documents, and one (1) Digital Copy on CD or USB Drive
8. \_\_\_\_ Certificate of Insurance
9. \_\_\_\_ References

**PROPOSAL SUBMISSION FORM**

The undersigned certifies that he or she has read and understands the Proposal Documents and that his, her or its proposal is in compliance therewith.

The undersigned further affirms that the documents and information provided in this proposal are true and complete. The undersigned further affirms that submission of this proposal constitutes an agreement to provide all services and comply with all requirements outlined in this RFP.

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

Organization: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

City: \_\_\_\_\_

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

State: \_\_\_\_\_

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

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

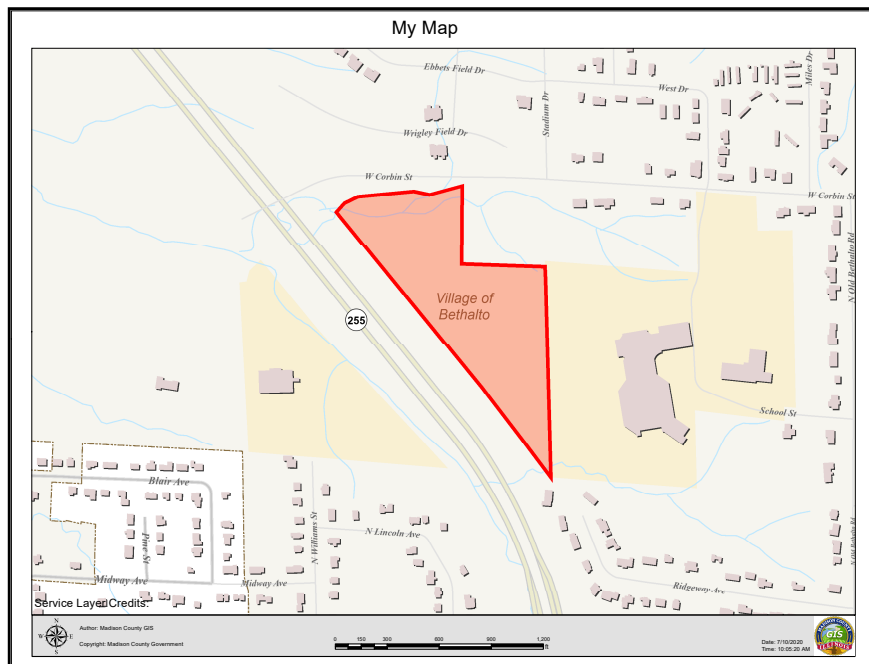
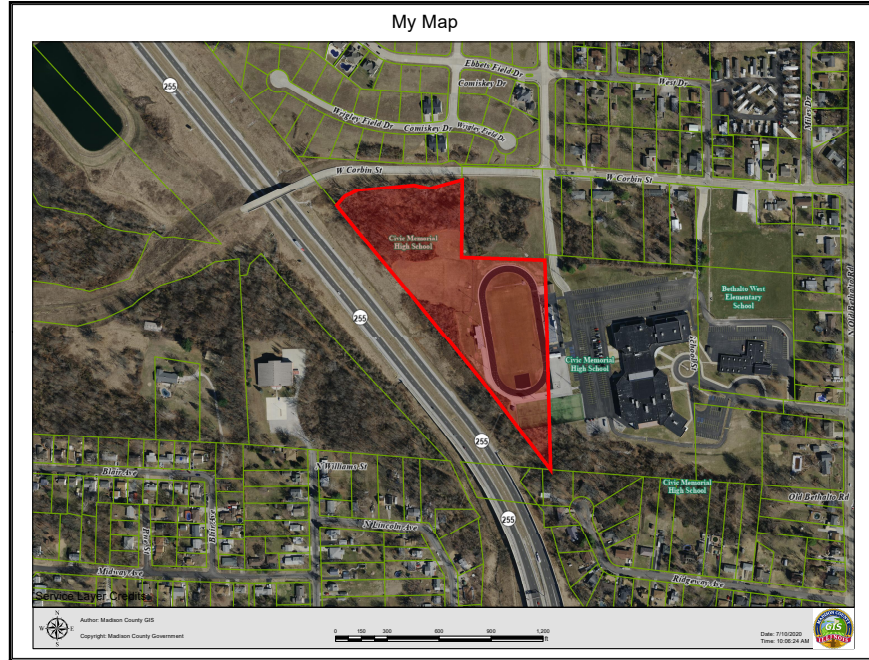
Date: \_\_\_\_\_

**Notary Public:**  
\_\_\_\_\_

# EXHIBIT 1

## Depiction of Property

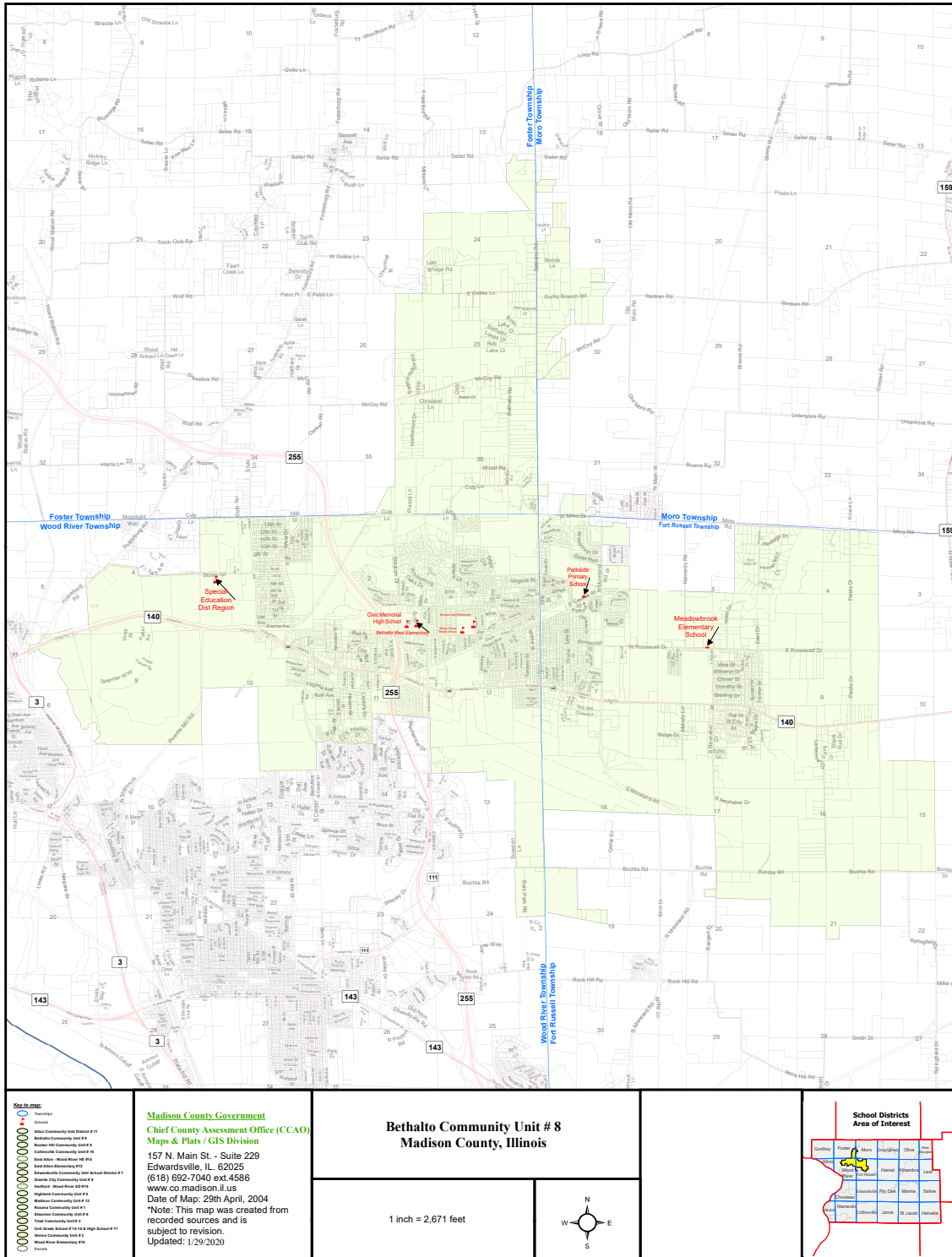
The District's planned location for the Wireless Telecommunications Facility is the NW corner of the property highlighted in red, the NW corner of Parcel ID 19-1-08-02-19-401-003.





# EXHIBIT 2

## Map of Bethalto Community School District No. 8 Boundaries



**FORM A**  
**Certificate Regarding Sexual Harassment Policy**

\_\_\_\_\_ (Offeror) does hereby certify (pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois Law; (iii) a description of sexual harassment utilizing examples; (iv) internal compliant process including penalty; (v) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided. Offeror further certifies that it will comply with the Illinois Human Rights Act implementing regulations required for all public contractors and included herein as Attachment to Form A.

By: \_\_\_\_\_  
Authorized Agent of Offeror

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

Subscribed and sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 2020.

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

Attachment to Form A

**Illinois Human Rights Act Regulations**

**Offeror shall be required to comply with the following provisions only if and to the extent they are applicable under the law.** The Offeror agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Offeror further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code (*see* 44 Ill. Admin. Code 750.20). As required by Illinois law, in the event of the Offeror's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Offeror may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Offeror agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Offeror's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Offeror in its efforts to comply with such Act and Rules, the Offeror will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Offeror will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Offeror will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**FORM B**

**Certificate of Eligibility to Contract**

I, \_\_\_\_\_ (pursuant to Section 5/10-20.21 (b)  
of the *School Code*) hereby certify that (name of Entity)  
\_\_\_\_\_, nor its officer or employees:

1. Have been convicted in the past five (5) years of the offense of proposal-rigging under Section 33E of the *Illinois Criminal Code* of 2012, 720 ILCS 5/33 E-1 *et seq.* as amended;
2. Have ever been convicted of the offense of proposal-rotating under Section 33E-4 of the *Illinois Criminal Code* of 1961, as amended;
3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that (name of Entity) \_\_\_\_\_  
and its officers, employees, and affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the *Illinois Use Tax Act*, 35 ILCS 105/1 *et seq.*

In certifying to the above, I hereby acknowledge that the school board may declare any contract awarded pursuant to this proposal void if this certification is false.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of Submitter

Subscribed and sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 2020.

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

# FORM C

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your Income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																								
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table> </td> </tr> </table>	<b>Social security number</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>								
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<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table> </td> </tr> </table>	<b>Employer identification number</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>									-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>										
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov](http://www.irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**FORM D**

**References**

Reference for: \_\_\_\_\_.

OFFERORS shall provide references on this form. References should be for similar clients as the District. The District may contact the references provided, and information from the references will be used as a part of the management skills evaluation.

1. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

3. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

4. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

5. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_