Request for Proposals

Consolidated High
School District 230

2016 MDF & IDF LAN Upgrade
E-Rate Procurement

SECTION

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OBJECTIVES AND PROCESS SCHEDULE

Purpose
This information was developed in a format to facilitate the preparation of responses to this Request for Proposals (RFP) and the subsequent evaluation of those responses.
Because there are several vendors who provide the type of equipment that The District desires to meet their future MDF & IDF LAN needs through this competitive selection process. The requirements noted in this RFP are designed to assist in the selection of the vendor that best meets The District’s needs.

Objective
The objective of Consolidated HS District is to acquire new MDF & IDF LAN equipment to serve the schools and administrative operations of the District.
The District would like proposals for MDF & IDF LAN equipment. Vendors are encouraged to consider the following issues when deciding on their proposed equipment:

- The existing MDF & IDF LAN equipment currently installed is obsolete. Timing is important.
- Consolidated HS District will be replacing and upgrading their network switches with this RFP which will be subject to E-Rate regulations and provider eligibility.
- The existing cable plant is Category 6 cable throughout The District and fiber between MDF & IDF locations is Multi mode and Single Mode Fiber.

This document contains the equipment specifications and the requested format for vendor proposals. If additional features or equipment are believed to be appropriate for the school district operations, please quote them as options and include supporting justification and cost detail.

The District reserves the right to the following:

- Accept the Proposal that is, in its judgment, the best and most favorable to the interests of the District,
- To reject the low price Proposal,
- To accept any item of any Proposal,
- To reject any and all Proposals,
- To waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.
**General Process and Schedule**

During the selection process, the District will review the submitted Proposals and equipment. Using subsequent interviews, demonstrations, reference checks, and site visits, the District will then pick a final preferred vendor. The District will negotiate final pricing and terms and conditions with the preferred vendor. The following is the current estimated schedule, as defined by The District and can be changed at its discretion:

<table>
<thead>
<tr>
<th>Estimated Selection Process Step</th>
<th>Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of 470 &amp; Release of the <em>Request for Proposals</em> (RFP)</td>
<td>11/25/15</td>
</tr>
<tr>
<td>Final Date for Vendors to Submit Questions</td>
<td>12/11/15</td>
</tr>
<tr>
<td>Date for Publishing Answers to Vendors’ Questions</td>
<td>12/16/15</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>12/31/15</td>
</tr>
<tr>
<td>Vendor Demonstration Meetings</td>
<td>1/21/16</td>
</tr>
<tr>
<td>Final Vendor Selection/Estimated Approval</td>
<td>1/29/16</td>
</tr>
<tr>
<td>Implementation Start</td>
<td>June 2016</td>
</tr>
</tbody>
</table>

**Table 1 – Estimated Selection Schedule**

**Project Background**

Consolidated High School District 230 ("District") is located approximately 25 miles southwest of Chicago. It serves portions of eleven suburban municipalities in its nearly 73 square miles. It has over 8,700 students in three high schools.

The purpose of the Request for Proposal (RFP) is to solicit proposals from vendors to provide local area network equipment for the majority of District locations. This must be a turnkey solution. No other third party equipment purchases should be required for complete implementation of this local area network equipment.

Currently the District WAN provides a minimum of 1Gbps of bandwidth to every location. The District desires to meet their future MDF & IDF LAN needs through this competitive selection process.

Following price, compatibility with the existing environment is the next most important evaluation criteria. This procurement covers the majority of facilities that require replacement of IDF equipment. Associated SFPs for connectivity are also included in RFP.

When providing pricing as a part of this RFP, a detailed bill of material with pricing by is required.
Evaluation Criteria

All proposals will be evaluated using the following general evaluation Criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>35%</td>
</tr>
<tr>
<td>Completeness and Accuracy of Proposal</td>
<td>10%</td>
</tr>
<tr>
<td>References &amp; Experience</td>
<td>25%</td>
</tr>
<tr>
<td>Compatibility with Existing Network Management Platforms</td>
<td>30%</td>
</tr>
</tbody>
</table>

Table 2 – Evaluation Criteria

The evaluation process will consist of review and evaluation of proposals received by a team consisting of The District personnel and consultants.

Project Cost will be evaluated based on initial purchase and installation price.

Such criteria is to be used as a guideline only and shall not operate as a waiver of the Owner’s right to choose the proposal it deems to be in the Owner’s best interests. The Owner reserves the right to adjust its evaluation criteria, within the guidelines set forth by E-Rate, as it deems fit at any time.
This section outlines the information that must be included in the Proposal. Vendors should review this list to ensure that their Proposals include all requested information prior to submission.

**General Proposal Instructions & Due Dates**

- **Questions:** All pre-submittal questions must be sent to John Connolly at jconnolly@d230.org and received by **5:00 p.m. CST, December 11, 2015** Questions received after this deadline will not be accepted.

  Any contact or attempt to contact any other employees of the District that could be interpreted as being made for the purpose of securing privileged information or advantages in the bid process will result in the immediate disqualification of the Respondent.

- **Proposals Due:** One (1) original, Three (3) printed copies, and one (1) electronic copy on CD/Memory Stick of your proposal must be received no later than **2:00 p.m. CST, December 31, 2015.**

  Consolidated High School District 230  
  15100 South 94th Avenue  
  Orland Park, IL 60462

**Proposal Format**

Proposals should follow the *Request for Proposals* format provided in Section 4.

Please include a Table of Contents at the beginning of the Proposal clearly outlining the contents of each section.

Please provide the following sections, as a minimum:

- Understanding of Project Objectives
- Response to MDF & IDF Specifications
- Disclosures and Contractual Requirements
- Appendices
- All Proposals must be signed by a duly authorized official representing the vendor

Only written communication from the District may be considered binding. The District reserves the right to terminate the selection process at any time and to reject any or all Proposals. The contract will be awarded to the vendor whose overall Proposal best meets the requirements of the District.

The District shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor’s Proposal to the District, including technical specifications for hardware and fees, shall remain valid for a minimum of 90 calendar days from the Proposal due date.

Consolidated HS District will require the vendor selected to agree to include the contents of this *Request for Proposals* and all representations, warranties, and commitments in the Proposal and related correspondences as contractual obligations when developing final written contracts for equipment and software.

The District may be awarding a contract to a single vendor.
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MDF & IDF LAN SPECIFICATIONS

MDF & IDF LAN RFP Specifications and Proposal Requirements

This section of the RFP contains the specifications and details regarding The District’s MDF & IDF LAN equipment requirements.

Technical Requirements

This Request for Proposal is open to all Cisco, Juniper and HP network equipment suppliers, provided that each supplier and the proposed equipment meet the qualifications outlined in this proposal. All equipment should be 19” rack mountable and hardware for rack mounting should be included in the proposal where required. The proposed switches must meet the following general requirements:

1.1.1. Core Switch Capabilities
   1.1.2. Full Layer 3 routing
   1.1.3. Support High Density Options
   1.1.4. Support EIGRP or OSPF routing protocols
   1.1.5. Min 24 SFP+ Ports
   1.1.6. Support link speeds 10/100/1000/10000
   1.1.7. Support 10Gbe and 40Gbe Links
   1.1.8. Separate stacking cables of 1m and 3m lengths required.
   1.1.9. Solution can utilize Chassis or Stacking technology.
   1.1.10. A non-blocking architecture for the specified configuration.
   1.1.11. Policy-based QoS with bandwidth management and traffic prioritization.
   1.1.12. SSH and HTTPS support for remote switch access and management.
   1.1.14. Multicast support.
   1.1.15. 802.1x edge authentication.
   1.1.16. Boot P/DHCP IP address support.
1.1.17. The ability to perform access control policies for network control and security at wire speed.

1.1.18. Link aggregation capabilities and port trunking for Gigabit and 10/100/1000Mb ports.

1.1.19. IEEE 802.3at compliant on switch ports as specified.
   1.1.19.1. Switching solution should have the ability to support full 48 port POE.
   1.1.19.2. All workstations to be autosensing.
   1.1.19.3. Workstation port speed is 10/100/1000Mb.

1.2. Power Requirements
1.2.1. 110VAC Power Supplies
1.2.2. 110VAC, 60 Hz power supplies with standard electrical cord/plug with NEMA 5-15P or 5-20P specifications, not to exceed 20-amp rating.

1.3. Safety and Emissions Requirements
The proposed equipment must meet the following safety standards and certifications:
1.3.1. UL1950 3rd Edition, electrical safety certification
1.3.2. EN60950/IEC 950 - ITE Safety
1.3.3. CSA 950 - ITE Safety
1.3.4. Compliant with FCC Class A EMI emission standards

1.4. Interfaces
1.4.1. Auto-negotiable 10/100/1000 TX ports in the quantity shown in the table below.
1.4.2. 802.3x flow control on all interfaces.
1.4.3. Support for 10Base-T / 100Base-TX / 1000Base – TX interface modules.
1.4.4. Support for 1000Base-X Gigabit interface modules with “pluggable” SFPs.
1.4.5. Switch requires at least two 10GB SFP+ port for 10GB fiber

1.5. Fiber Patch Cables
1.5.1. Mode conditioning multi-mode patch cables is required for each SFP specified.
1.5.2. Multi-mode mode conditioning patch cables are to be specified with LC connectors.

1.6. Other Features - Layer 2 Features
1.6.1. Spanning Tree
1.6.2. Support for IEEE 802.1d Spanning Tree Protocol (STP).
1.6.3. Support for IEEE 802.1s Multiple Spanning Tree, or Per-VLAN Spanning Tree (PVST), when it is standardized.
1.6.4. Support for CDP and/or LLDP

1.7. VLAN Support
   1.7.1. Support for a minimum of 256 IEEE 802.1q VLANs.
   1.7.2. Support for port, protocol, and MAC-based VLANs.

1.8. Link Aggregation - Support for 802.3ad link aggregation to scale bandwidth and protect against link failure.

1.9. Port Mirroring/Spanning - Support for monitoring and troubleshooting of switch ports via port mirroring.

1.10. MAC Addresses - Support for a minimum of 8,000 MAC Addresses.

1.11. Quality of Service (QoS)
   1.11.1. The proposed equipment must be capable of supporting delay-sensitive applications such as Voice over IP (VoIP) and streaming media applications. The proposed system must support the following features:
   1.11.2. At least four hardware based priority queues per port.
   1.11.3. Policy-based traffic classification and prioritization based on:
      1.11.3.1. IEEE 802.1p – Class of Service
      1.11.3.2. IP Precedence (TOS)
      1.11.3.3. DiffServ – IP Type of Service
      1.11.3.4. IP source/destination address or subnet
      1.11.3.5. TCP/UDP port or socket number
      1.11.3.6. MAC address
      1.11.3.7. VLAN membership
      1.11.3.8. The ability to override the incoming Layer 2 (802.1p) and Layer 3 (IP Precedence/DiffServ) values.

1.12. Security - The proposed equipment must have the ability to:
   1.12.1. Support for Secure Shell (SSH) and HTTPS for secure access to the management interface.
   1.12.2. Proposal should include a turnkey RADIUS solution for authentication security.

1.13. Device Management - Each device shall be capable of being managed by standards based management tools over the WAN, including:
   1.13.1. Proposed management solution should be capable of running in HyperV environment.
   1.13.2. SNMPv3 support
   1.13.3. RMON support
   1.13.4. Port mirroring.
1.14. Standards Compliance - Please provide a comprehensive listing of the standards with which the proposed hardware and software complies.

1.15. UPS Utilization – Solution should include the required power needed to support each stack or chassis in the proposal for 10 minutes of runtime.

1.16. Proposal should include manufactures safe temp range based on proposed equipment.

1.17. Network Assumptions - Responders to this RFP must provide specific specifications, but can assume the District will provide:

   1.17.1. Sufficient power and power outlets for all replacement equipment.
   1.17.2. HVAC for all replacement equipment.
   1.17.2.1. The successful vendor should plan on a two (2) hour meeting to review routing, QoS and VLAN and QoS design configurations with the District and its consultants.
   1.17.2.2. The successful vendor will be responsible for all VoIP related VLAN and QoS configurations on existing and replacement equipment.
   1.17.2.3. The District will work directly with the vendor on configuration for installation of new switches.

Written proposals are required by the District for MDF & IDF LAN equipment as described in the sections below.

1. The proposal will be awarded based on the overall proposal and in the best interests of the District. **Prices should be shown for each line item and must be detailed by school.** The District reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the District, to reject the low price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.

2. Equipment must be new and fully eligible for manufacturer’s warranty.

3. Freight should be included in the unit price. Inside delivery to The District. Pallets must be broken down and boxes disposed of by the selected vendor.

4. The District must comply with the Illinois Freedom of Information Act. The District cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the District receives a request for any document submitted in response to the RFP, the District’s sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.

5. The proposal shall constitute a binding offer to sell the above-noted product(s) to the District and may not be withdrawn once the District has awarded the contract to the successful vendor.

6. Only vendors with an active Service Provider Identification Number (SPIN) number will be considered.
1. Instructions to Proposer

1.1. **General – Consolidated HS District** is seeking a MDF & IDF LAN equipment that will provide The District with superior connectivity at a reasonable cost.

1.2. **Equipment Proposals** - Under this procurement, the District will accept proposals for replacement equipment for the locations mentioned in this document.

1.3. **Configuration**
   1.3.1. This specification section provides further sizing, component, feature and function specifications necessary for the proposer to develop equipment pricing that must be detailed in Section 4. However, all proposers should note the following:
      1.3.1.1. Exact quantities may increase or decrease subsequent to the release of this document.
      1.3.1.2. While the pricing information provided in response to Section 4 will be used to evaluate the various proposals received, the District will not enter into a contract for those quantities upon contract award, however the detailed component pricing must be valid for 90 days from date of the proposal. Component price decreases are acceptable, but price increases will not be allowed.
      1.3.1.3. The District will not be responsible for any equipment order placed by the vendor prior to the completion and acceptance of the review process.

1.4. **Intent of Request-for-Proposal**

   The primary intent of this document is to provide the vendor with a reference point to design MDF & IDF LAN equipment that will satisfy the objectives of the District. The specifications provided herein are intended to facilitate the communications of the requirements of the District and are to be considered requirements.

1.5. **Format of Response**

   1.5.1. The proposal should follow the same outline as this Section of the RFP. Thus, each numbered section starting at the beginning should have an appropriate response such as “read and understood and included” or the pertinent information requested.

   1.5.2. The proposer should address each point listed in the document directly below the numbered point. In this way, the District will be able to discuss the specific information requested and review the specific response without a cumbersome matching process. This includes all sections and points in this RFP.

1.6. **Vendor Company Information**

   1.6.1. Please provide a description of your company background to include the following:
      1.6.1.1. Company financial statements
      1.6.1.2. Age of company
1.6.1.3. Length of time in the telecom industry
1.6.1.4. Company ownership
1.6.1.5. Relationship with the proposed equipment manufacturer
1.6.1.6. Number of employees
1.6.1.7. Number of office locations
1.6.1.8. Address of the nearest location to the District
1.6.1.9. Address of your local office responding to the RFP
1.6.1.10. Specific company representative assigned to be our contact, including name, address, phone, fax and email
1.6.1.11. Has your company experienced a workforce reduction in the past 5 years?

2. Data Network Requirements

2.1. Overview
Consolidated HS District will be replacing and upgrading their network switches in procurement to this RFP which will be subject to E-Rate regulations and provider eligibility.

2.2. Under this procurement the District will accept proposals for MDF & IDF LAN equipment from any manufacturer capable of meeting the requirements detailed in this proposal.

2.3. Equipment Configuration – Quantities for Purposes of the RFP
2.3.1. The proposed equipment must be configured to provide the quantities detailed in Appendix A
2.3.2. Please complete the highlighted section of APPENDIX A by entering LIST PRICE and DISCOUNT % as appropriate. All other fields will calculate automatically. If vendor pricing formula is different, then enter the DISCOUNTED PRICE AND DISCOUNT % directly into the spreadsheet.

2.5 Acceptance - The District requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the equipment must perform without interruption of services and in compliance with all representations offered in the vendor’s proposal. Should the equipment or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the equipment performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until equipment acceptance.

2.6 Financial Information - Detailed pricing information is needed on the equipment. Provide the following financial data:
2.6.1 Any additional charges which apply for shipping and handling. Please specify dollar amounts.
2.6.2 A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the equipment, of less than 25%.

2.7 References
2.7.1 Provide at least 3 references of similar installed equipment in the area, using the tables provided below – expanding them as necessary to include all relevant information. The references must be UPS MDF or IDF equipment installations, multi-locations customers, with a minimum of 100 switches.
2.7.2 While you are free to provide any references, ideally, the District would like to talk with other local government references.

2.7.3 The District may wish to conduct site visits with one or more of the references provided below.

2.7.4 Be advised, references are a major element of the customer’s selection criteria.

<table>
<thead>
<tr>
<th>Reference #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>Contact Address</td>
</tr>
<tr>
<td>Contact Telephone Number</td>
</tr>
<tr>
<td>Contact E-mail</td>
</tr>
<tr>
<td>Installation Date of Comparative Equipment</td>
</tr>
<tr>
<td>Description of Comparative Equipment – please be specific and detailed on # of locations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>Contact Address</td>
</tr>
<tr>
<td>Contact Telephone Number</td>
</tr>
<tr>
<td>Contact E-mail</td>
</tr>
<tr>
<td>Installation Date of Comparative Equipment</td>
</tr>
<tr>
<td>Description of Comparative Equipment – please be specific and detailed on # of locations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference #3</th>
</tr>
</thead>
</table>
Customer Name

Contact Name

Contact Address

Contact Telephone Number

Contact E-mail

Installation Date of Comparative Equipment

Description of Comparative Equipment – please be specific and detailed on # of locations & phones

3. Maintenance and Warranty

3.1. Warranty - Provide a copy of the warranty on the proposed equipment or a narrative description of the provisions of the warranty.

4. Specifications & Pricing

4.1. Appendix A summarizes the hardware required by this RFP for MDF and IDF equipment. The tables correspond to core requirements outlined above.

4.2. PROPOSAL RESPONSE PRICING

4.2.1. Attach a detailed Bill of Material for all equipment proposed prices.

4.2.2. Vendor is expected to fix all prices at the proposed amounts for the duration of the contract.

4.2.2.1. The District reserves the right to increase or decrease the quantity of equipment to be purchased under this RFP. Any additional equipment purchased shall be priced at the proposed price in the detailed bill of material provided by the vendor as a part of their proposal.

Note: Itemized Bill of Material and Pricing BY SCHOOL must be attached.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty/Hours</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping and Delivery</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>LAN Hardware</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Equipment &amp; Misc. Items</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total (do not include sales tax when calculating project total)</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
4.2.3. UNIT PRICING

4.2.3.1. UNIT PRICING will be for the cost or credit to the project.

4.2.3.1.1. UNIT PRICE "U1" 24 Port POE Layer 2 switch: For the sum noted below, the Proposer will furnish and deliver a 24 Port POE Layer 2 switch as specified herein.

4.2.3.1.2. "U1": $ __________________

4.2.3.2. UNIT PRICE "U2" 48 Port POE Layer 2 switch: For the sum noted below, the Proposer will furnish and deliver a 48 Port POE Layer 2 switch as specified herein.

4.2.3.2.1. "U2": $ __________________

4.2.3.3. UNIT PRICE "U3" 24 Port SFP+ Ports 10/100/1000/10000 Layer 3 switch: For the sum noted below, the Proposer will furnish and deliver a 24 Port SFP+ Ports 10/100/1000/10000 Layer 3 switch as specified herein.

4.2.3.3.1. "U3": $ __________________

4.2.3.4. UNIT PRICE "U3" 24 Port POE Layer 3 switch: For the sum noted below, the Proposer will furnish and deliver a 24 Port POE Layer 3 switch as specified herein.

4.2.3.4.1. "U4": $ __________________

4.2.3.5. UNIT PRICE "U4" 48 Port POE Layer 3 switch: For the sum noted below, the Proposer will furnish and deliver a 48 Port POE Layer 3 switch as specified herein.

4.2.3.5.1. "U5": $ __________________

4.2.3.6. UNIT PRICE "U5" 10 Gb SFP: For the sum noted below, the Proposer will furnish and deliver a 10 Gb SFP as specified herein.

4.2.3.6.1. "U6": $ __________________

4.2.3.7. UNIT PRICE "U6" 1 Gb SFP: For the sum noted below, the Proposer will furnish and deliver a 1 Gb SFP as specified herein.

4.2.3.7.1. "U6": $ __________________

4.2.3.8. UNIT PRICE "U11" 1m Stacking Cable: For the sum noted below, the Proposer will furnish and deliver a 1m Stacking Cable as specified herein.

4.2.3.8.1. "U11": $ __________________

4.2.3.9. UNIT PRICE "U11" 3m Stacking Cable: For the sum noted below, the Proposer will furnish and deliver a 3m Stacking Cable as specified herein.

4.2.3.9.1. "U11": $ __________________
4.2.3.16. "U11": $ __________________________

ADDITIONAL ITEMS

4.2.4. Following are item(s) that the Proposer:

4.2.4.1. Considers missing from the design documents and should be furnished and installed for a complete installation; and/or,

4.2.4.2. Would like to propose as an alternate to the design. The associated cost or credit is shown. An explanation of the addition and/or alternate is required for consideration of either.

4.2.5. Missing items. Attach an explanation for evaluation.

4.2.5.1. "ADD" $ __________________________

4.2.5.2. "CREDIT" $ __________________________

4.2.6. Contractor Suggested Alternate to the Design. Attach an explanation for evaluation.

4.2.6.1. "ADD" $ __________________________

4.2.6.2. "CREDIT" $ __________________________

5. Delivery

5.1. Equipment Reduction - Explain any penalty or liability charge for reducing equipment or instrument prior to and after delivery of the proposed equipment.

5.2. Equipment Delivery - The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.

5.3. Warranty - The Proposer must guarantee all of the materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date purchase. The Proposer shall at their own expense and without cost to The District and within a reasonable time after receiving a written notice thereof, make good any defect in materials which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of The District and at no additional cost.
Please note that any exceptions to the following requirements, as well as other sections, should be addressed in a separate section of the Vendor’s Proposal.

**Bulletins and Addenda**

Any bulletins or addenda to the RFP specifications issued during the period between issuance of the RFP and receipt of RFP addenda are to be considered covered in the RFP and they will become a part of the awarding contract. Receipt of bulletins or addenda shall be acknowledged by the vendor in their RFP Proposal cover letter.

**Rejection of Proposal**

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, Consolidated HS District may require the correction of any deficiency and accept the corrected Proposal.

**Acceptance of Proposals**

Consolidated HS District reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of The District, to reject the low price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.

**Taxes**

The prices quoted herein shall agree with all Illinois and Federal Tax Laws and regulations.
Compliance with Applicable Laws

Contractor agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate and Interstate Commerce Commission regulations, Workers’ Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Indemnification

Vendor will agree to defend, indemnify, and save harmless Consolidated HS District, its Board, councils, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, Consolidated HS District, councils, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Vendor, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

Insurance

If the Proposal is accepted, vendors shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Vendor’s services to be performed hereunder covering The District’s risks in form subject to the approval of The District Attorney and/or The District’s Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category and Minimum Limits

**Workers’ Compensation**: statutory minimum. Vendor will certify that they are aware of the provisions of the Labor Code of the State of Illinois which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor certifies that they will comply with such provisions before commencing the performance of the work.

**Employer’s Liability**: $1,000,000 per accident for bodily injury or disease

**Commercial General Liability**: $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability: $1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Vendor’s vehicle usage in performing services hereunder)

Professional Liability: $1,000,000 per claim and aggregate

**Additional Insurance Provisions**

**Endorsements.** For Commercial General Liability Insurance and Automobile Liability Insurance, Vendor will ensure that the policies are endorsed to name Consolidated HS District, its Board, officers, councils, commissions, employees, and agents, as additional insureds.

**Cancellation.** Insurance will be in force during the life of any final contract and any extensions of it and will not be canceled without thirty (30) days prior written notice sent to The District pursuant to the notice provisions of the final contract.

**Failure to Maintain Coverage.** If Vendor fails to maintain any of these insurance coverages, then The District will have the option to declare Vendor in breach of the final contract, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Vendor is responsible for any payments made by The District to obtain or maintain insurance and The District may collect these payments from Vendor or deduct the amount paid from any sums due Vendor under the final contract.

**Submission of Insurance Policies.** The District reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

**Primary Coverage.** For any claims related to the final contract, the Vendor’s insurance coverage shall be primary insurance with respect to Consolidated HS District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by The District for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Vendor’s insurance and not contributory with it.

**Reduction in Coverage/Material Changes.** Vendor will notify The District in writing pursuant to the notice provisions of the final contract thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this RFP or any material changes to the respective insurance policies.

**Waiver of Subrogation.** The policies shall contain a waiver of subrogation for the benefit of The Village.

**Termination for Default**

In the event of a breach of any of the terms of this Agreement including the Contractor’s warranties, The District may, at its option and without prejudice to any of its other rights, cancel any undelivered work or material.
**Professional Liability**

In performing its professional services, the vendor will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The vendor covenants that it is protected by professional liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, and will provide certificates of insurance upon request.

**Intention**

The vendor shall, unless otherwise specified, supply all installation, implementation, transportation, and incidentals necessary for the entire proper implementation of the selected equipment. In addition, the vendor shall be responsible for the implementation in a most professional manner of all items as shown in the Proposal, stated in the specifications, or reasonably implied, in accordance with the contract documents.

**Rights to Submitted Materials**

All Proposals, Proposals, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the vendor shall become the property of Consolidated HS District when received. The District reserves the right to use the material or any ideas submitted in the RFP.

**Vendor Demonstrations**

Select vendors will be requested, at no cost to Consolidated HS District, to demonstrate the proposed software and hardware equipment at a mutually agreeable date and site.

**General Requirements**

The proposal must be returned to:

Consolidated High School District 230
15100 South 94th Avenue
Orland Park, IL 60462

8.1 All envelopes MUST be sealed and marked: “MDF & IDF LAN Upgrade E-Rate Procurement”.

8.2 RFP RESPONSES MAY NOT BE FAXED

8.3 Where trade names, models, or catalog numbers are specified, it shall be understood as indicating the minimum of design and quality desired. The description herein is given for the sole purpose of providing a suitable basis for comparison and not limiting competition. However, if items other than those specified are substituted, the Responder shall so state in his proposal, giving the name of the manufacturer, model, or catalog number, etc., and submit literature thereon to aid the Owner in evaluating the submitted item(s). It will be assumed that if no changes are indicated, items will be furnished as specified.
8.4 Successful Responder must submit separate invoice for each purchase order. Information on that invoice shall cover only that one purchase order.

8.5 The Board of Education reserves the right to return any merchandise that does not comply with the specifications and conditions at the supplier’s expense.

8.6 The quantities of items stated in the RFP specifications, including the quantities stated in any alternates, are intended as a reasonable estimate of the district’s anticipated needs for the purposes of this RFP only. Such quantities may not be construed as a promise or commitment that the district will purchase the specific amounts of goods stated. The Board of Education reserves the right to increase or decrease quantities requested on the RFP and all alternates in the event that the district’s actual needs differ from the estimates stated herein.

8.7 The Board of Education, in determining the responsibility of any Responder, may take into account other factors in addition to financial responsibility, such as past records of transactions with the Responder, experience, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competence, skills, efficiency, facilities, resources and location of the Responder as related to prompt reply to service needs, parts pickup, and ease of communications. However, proposal pricing shall be the single most important criteria for selection. The Responder shall, if and upon the district’s request, supply such information as current auditor’s financial statement, insurance certification and any other necessary information to allow the District to determine the Responders’ qualifications and responsibility.

8.8 The Board of Education reserves the right to reject any or all proposals, to request necessary amendments, issue addenda, reject any proposal that does not meet all mandatory requirements, waive minor irregularities in proposals, or cancel this RFP. A proposal may be rejected if it does not conform to the requirements described in this RFP, including, but not limited to:

8.8.1 The proposal is delivered after the deadline specified in the RFP,
8.8.2 The respondent fails to sign a necessary form,
8.8.3 The respondent fails to address all of the subsections in this RFP,
8.8.4 The proposal shows noncompliance with applicable laws, contains unauthorized additions or deletions, is conditional or incomplete, or contains irregularities of any kind that make the proposal incomplete, indefinite, or ambiguous,
8.8.5 The respondent adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in this RFP.

8.9 If you choose not to submit a proposal at this time, please return this information stating reason(s) you are not responding. Failure to respond to this request may result in removal of your company’s name from the Responders list.

8.10 Reminder - Double Check for enclosures and signatures.

All pricing will be honored through August, 2016 If the Vendor will not hold pricing, the proposal will be rejected. The Vendor must indicate if pricing will be maintained through August, 2016.

8.11 The Contractor will provide Workmen’s Compensation, public liability and property damage insurance to protect the Contractor, his employees, subcontractors and the Owner
8.12 Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to the Owner in the following minimum requirements:

8.16.1 Comprehensive General Liability including: Premises / Operations including X, C and U coverage as applicable; Underground, Explosion, Collapse; Products / Completed Operations; Contractual; Independent Contractors Owner/Contractor Protective; Broad Form Property Damage including Completed Operations; Personal Injury (Employment Exclusion deleted)

8.17 Combined single limits for bodily injury and property damage:
   Each Occurrence: $1,000,000
   General Aggregate: $2,000,000

8.17.1 Products and Completed Operations to be maintained for one year after final payment.

8.18 Comprehensive Automobile Liability:

8.18.1 Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

8.18.2 Bodily injury and property damage combined single limits:
   Each Occurrence: $1,000,000

8.19 Workers Compensation and Employer’s Liability, (without restriction as to whether covered by Workmen’s Compensation law):

8.19.1 Workers Compensation: according to statute

8.19.2 Employer’s Liability: $500,000

8.20 Umbrella Excess Liability

$5,000,000 Each Occurrence/Aggregate

The Contractor will provide insurance policies that may not be canceled or endorsed, to reduce or limit coverage during this contract.

Workmen’s Compensation insurance must cover all employees of the Contractor, involved in the performance of this contract.

An insurance certificate(s) in the required amounts must be sent to the Technology Procurement and Support Specialist, within (5) days after award of the Contract. No work will start until the certificate(s) is received.

All Contractor insurance must name the District as an additional insured, and be written by a company legally authorized to write such insurance in the State of Illinois. The following language is required, "It is understood and agreed that the Consolidated HS District, The Board of Education and employees are added as additional insureds relating to this Contractor providing services. This coverage shall be provided on a primary noncontributory basis without regard for other insurance the District may carry." The terms of coverage must require written notice of cancellation be given to the District (30) days prior to cancellation.

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the District, its agents and employees, against all claims, damages, losses and expenses; including but not limited to, attorney’s fees, resulting from the performance of the Contractor’s work in this contract. This is provided the claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury; or destruction of tangible property, other than the service itself. It includes the loss of use, in whole or part, by a negligent act or omission of the Contractor or
anyone directly or indirectly employed by him, or any one for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder. This obligation will not be construed to neglect, abridge or reduce; any right, obligation or indemnity, that otherwise exists for any part or person, described in this bid.

Vendor agrees that any agreements entered into as a result of this RFP shall be governed by the laws of the state of Illinois without regard to the conflicts of laws provisions therein and venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois.

1) PROPOSER INFORMATION AND AUTHORIZATION

The undersigned hereby affirms that:

* He/She is a duly authorized agent of the Proposer.

* He/She has read and agrees to the Proposal.

I certify that I am submitting the following offers as my firm’s Proposal. I understand by virtue of executing and returning with this Proposal this required response form, I further certify full, complete, and unconditional acceptance of the contents of this Proposal.

Print Name: ____________________________ Title: __________________________

Company Name: ______________________________________________________

Address: __________________________________________________________________

City __________________ State: _____ ZIP: _______ Telephone: ________________

Fax: __________________________ E-Mail: __________________________________

Signature________________________________________ Date: ____________________

(2) ACKNOWLEDGEMENT OF ADDENDUM (if any)

Addendum #1: acknowledge receipt on __________________________

Addendum #2: acknowledge receipt on __________________________

Addendum #3: acknowledge receipt on __________________________
(3) CERTIFICATE OF ELIGIBILITY TO BID

_______________________________________ (Contractor), pursuant to Section 33E-11 of the Illinois criminal code of 1961 as amended, hereby certifies that neither (he, she, its) partners, officers, or owners of (his, her, its) business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal code of 1961 as amended.

The Contractor further certifies that neither (he, she, its) partners, officers, or owners of (his, her, its) business is barred from bidding for or entering into a contract under Section 10-20.21 of the Illinois School Code (105 ILCS 5/10-20.21) and the Contractor acknowledges that the District may declare the contract void if such certification is false.

Signature of Contractor: ______________________________________

Title:  _____________________________________________________

Date:  _______________________________
(4) ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

____________________________________, being first duly sworn, deposes and says:

(print name)

that he/she is___________________________  of ______________________________
(owne, president, partner, etc.)                         (name of company)

the party making the foregoing Proposal, that this Proposal is genuine and not collusive or sham;
that Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any
person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or
indirectly, sought by agreement or collusion, or communication or conference with any person; to
fix the price element of said Proposal or that of any other proposer, or to secure any advantages
against any other proposer or any person interested in the proposed contract.

Signed: _______________________________     Date: __________________________

The above statements must be subscribed and sworn before a notary public.

Subscribed and sworn before me on the_______ day of ______________
________, 2016.

Notary Public: __________________________________________________________

Notary Seal (stamp)
(5) PROOF OF INSURABILITY

PROPOSAL SUBMITTED
BY:___________________________________________________________

(Contractor Name)

ADDRESS:_________________________________________________________________

Being duly sworn, I do hereby acknowledge that I have read the insurance specifications herein and agree the above contractor is eligible for insurance per aforesaid specifications.

Subscribed and sworn before me on the _______ day of _____________________, 2015

Signed:______________________________

Date:____________________________________________________________________

Insurance Company:_______________________________________________________

Address:___________________________________

Notary Public:____________________________________________

Notary Seal (stamp)