

**PROVISO TOWNSHIP HIGH SCHOOLS**  
District 209 – Cook County

8601 West Roosevelt Road  
Forest Park, IL 60130



March 31, 2017

To Whom It May Concern:

The Board of Education of Proviso Township High Schools, District 209 is accepting Request for Proposals (RFP) for E-Rate Category Two Funding Network Upgrade Project for FY 17-18.

District 209 consists of three high schools, and draws students from 10 feeder communities. The district has an approximate enrollment of 4125 students.

A walkthrough will be conducted **Thursday, April 13, 2017 at 9:00 a.m.** Please register by **Tuesday, April 11, 2017** at [209erate@pths209.org](mailto:209erate@pths209.org). All proposals must be submitted to Proviso Township High Schools District 209 no later than **Thursday, April 27, 2017 at 10:00 a.m.** to the following address:

Attention: Sharon Palmer  
Proviso Township High Schools District 209  
8601 W. Roosevelt Road  
Forest Park, IL 60130

Sincerely,

Sharon Palmer  
Director of Accounting

## INSTRUCTIONS TO APPLICANTS

1. Proposals are due Thursday, April 27, 2017 no later than 10:00 a.m. in the Business Office of:

Attention: Sharon Palmer, Director of Accounting  
Proviso Township High Schools District 209  
8601 W. Roosevelt Road  
Forest Park, IL 60130

Any questions are to be directed to [209erate@pths209.org](mailto:209erate@pths209.org).

2. Proposals are to be in sealed opaque envelopes, clearly marked **E-Rate Category 2** on the outside of the envelope. All proposal responses, inclusive of the required submissions and all other documentation, must be submitted in hard copy and either mailed, delivered by private carrier, or hand-delivered (no fax or electronic responses). Please provide the District with three (3) copies of your proposal plus the original.
3. The Board reserves the right to accept or to reject any and all proposals, in whole or in part, to waive any irregularities therein, and to award the contract to other than the lowest proposer.
4. Proposals will be evaluated by a review committee. The evaluation of a proposal shall be based on a combination of factors including but not limited to the following: the number of requirements the proposal is able to satisfy, proposal price, references, professional competence, customer services, and any other factors considered to be in the school district's best interest.
5. The proposal may be awarded to one or more vendors.

## SUBMITTAL REQUIREMENTS

**Discussions may be conducted** All Proposers shall be accorded fair and equal treatment with respect to the RFP process. In conducting any discussions, there shall be no disclosure of any information derived from proposals submitted by other Proposers. PROPOSALS MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION. Requests to withdraw proposals must be made in writing to Sharon Palmer, Director of Accounting at [spalmer@pths209.org](mailto:spalmer@pths209.org).

All proposals must be submitted with pages numbered in a plastic three (3) binder with section dividers for each item listed in Attachment B below. Please do not send in spiral or velo binders. Each proposal shall be submitted on standard 8 1/2" x 11" bond paper bound on one side. Expensive papers and bindings are discouraged since no materials will be returned to the Proposer. The proposal should include:

1. **Proposer's Execution Page:** The Proposer's Execution Page must be appropriately completed and signed by an authorized representative of the Proposer.
2. **Contractor's Disclosure Forms – Attachment A:** Proposer shall submit the forms in Attachment A in response to this RFP. These include:
  - Proposer's Summary of Proposed Modules
  - Certificate of Eligibility to Contract
  - Certificate of Compliance with A Drug-Free Work Place Act
  - Certificate Regarding Sexual Harassment Policy
  - Certificate of Non-Discrimination
  - Certification Regarding Criminal Background Investigations
  - Authorization for Criminal Background Investigations
3. **Contractor's Proposal Submission – Attachment B:** Proposer shall submit the forms in Attachment B in response to this RFP. These include:
  - Cover Letter
  - Understanding the Scope of Services
  - Workplan/Project Approach
  - Vendor Cost Proposal (Excel Spreadsheet Attached Separately)
  - Vendor Profile and Demographics
  - References
  - Copy of License to do Business in Illinois
  - Compliance with E-Rate Program
  - Financial Statements
  - Insurance Requirements
  - Joint Venture Agreement (If Applicable)
  - Work History with the School District

### **ADDITIONAL INFORMATION FOR PROPOSAL SUBMISSIONS**

1. **Cover Letter:** The cover letter shall be signed by an authorized representative of the firm. The cover letter must contain a commitment to provide the services described herein and a written acknowledgement to agree to enter into a written contract with the Board of Education for the services.
2. **Understanding the Scope of Services:** Proposer shall describe how they will meet or exceed the Scope of Services requirements.
3. **Workplan / Project Approach:** Proposer's work plan shall delineate a comprehensive detailed approach that will be utilized in implementing the Scope of Services. The work plan shall address, but is not limited to, the following elements:
  1. Specify what is being proposed and how the work will be accomplished.

2. Describe how the plan will comply with the requirements.
  3. A project management plan should be included that serves as the baseline for identifying roles and responsibilities, the method of tracking program activities, budgets, and schedules and performance metrics.
4. **Cost Proposal:** Proposer shall submit a pricing proposal that details the costs for proposed services. A copy of the Excel spreadsheet entitled *Vendor Cost Proposal* has been developed to provide consistency in submissions.
  1. Specify any assumptions on which the proposed cost proposal is based.
  2. The Proposer MUST SUBMIT both hard and electronic copies of its cost proposal.
  3. Proposal must identify all eligible and ineligible costs as delineated under E-Rate regulations. Proposers are recommended to consult the SLD Website for eligible lists pertinent to the relevant eligibility conditions (<http://www.usac.org/sl/>).
5. **Vendor Profile and Demographics:** Provide a statement giving a brief history of your company, how it is organized, and how its available products and resources will be used to meet District 209's requirements and help achieve the business objectives stated below. The vendor shall submit the following information:
  1. The company's official name and address. The vendor shall also indicate what type of entity it is (i.e. a corporation or a partnership).
  2. The name, address and telephone number of the person who receives correspondence and who is authorized to make decisions or represent the vendor. Please state his or her capacity within the company.
  3. The total number of years the vendor has been in business and offering computer technology equipment and services and, if applicable, the number of years under the present business name.
  4. The number of years that the vendor has been providing the specific solution that forms part of its current proposal.
  5. A description of the vendor's operations: facilities, business and objectives, and the number of employees.
6. **References:** A minimum of three (3) references from programs of similar scope for which the Proposer is currently providing Services similar to the services required herein, including the School/School District Name, Contact Person – address, phone #, email , must be provided. The School District reserves the right to contact these references. References from Lake, Will, DuPage or Cook counties are preferred. Please include date of project and a brief description of the project.
7. **Work History with the School District:** List, and briefly describe, any past work history with the School District, including references, the specific project worked on, and specific products delivered to the School District.

8. **License to do business in Illinois:** The Proposer must submit a copy of license to do business in Illinois.
9. **Compliance of E-Rate program:** A service provider identification number (SPIN) is used by USAC as a means of identification and tracking records. The Proposer must submit a copy of its official letter from USAC confirming assignment of a SPIN number. The Proposer must provide description of their experiences, in the following areas:
  1. Detail information regarding any current litigation your firm is party to that originated from your leadership or participation in any E-Rate eligible project.
  2. A copy of the FCC Registration Number for Proposer's Taxpayers Identification Number and a written certified statement that the Proposer represents and warrants that the Proposer does not owe any non-tax to the federal government and/or the Federal Communications Commission, accord to Debt Collection Improvement Act of 1996 (DCIA).
  3. A recent copy of the Service Provider Annual Certification form.
10. **Financial statements:** Copies of audited financial statements for the three (3) previous fiscal years and the most recent quarterly report must be provided. Financial statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Proposer(s).
11. **Insurance requirements:** Evidence of current insurance coverage must be submitted. If Proposer's current coverage does not meet the requirements stated in this RFP, the Proposer shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these Services.
12. **Joint ventures:** A copy of the executed joint venture agreement, if applicable, must be submitted.
13. **Legal terms and conditions:** If Proposer takes exception to any of the general and/or specific terms and conditions of this RFP, Proposer shall list those sections with which the Proposer takes exception and provide the Board with any suggested substitute or additional terms. It is not acceptable for the Proposer to simply attach any prior written contract, if any, that the Proposer may have had with the Board. If Proposer is awarded this Contract, the Proposer shall not assume that the Board has accepted any of Proposer's proposed changes, including any suggested substitute or additional terms, if any, to the general and/or specific terms of this RFP. Proposer acknowledges that any proposed changes to the general and/or specific terms and conditions of this RFP are subject to approval by the General Counsel. If awarded the contract, Proposer acknowledges that the terms and conditions shall be based on the RFP and not based on terms and conditions from any prior written contracts, if any, that the Proposer may have had with the Board. In the event Proposer and the Board fail to reach agreement

as to the terms and conditions of the Contract, Proposer's approval for award of this Contract will be revoked by the Board. The Board will deem that the general and specific terms and conditions of this RFP are acceptable to the Proposer if the Board does not receive any list of exceptions to the general and/or specific terms and any suggested substitute or additional terms from the Proposer.

**GENERAL INVITATION**

**REQUEST FOR PROPOSALS (RFP) FOR THE BOARD OF EDUCATION  
OF PROVISO TOWNSHIP HIGH SCHOOL DISTRICT #209**

The Board of Education of **PROVISO TOWNSHIP HIGH SCHOOLS, DISTRICT #209** (“the Board” or sometimes referred to as the “School District”) invites the submission of proposals from firms ("Proposers") that wish to provide INTERNAL CONNECTIONS INCLUDING E-RATE ELIGIBLE AND INELIGIBLE EQUIPMENT and SERVICES (“Equipment & Services”) to the School District. The Board reserves the right to (i) select one or more Proposers to provide the services outlined herein; (ii) reject any and all proposals, including the lowest proposal; (iii) to waive immaterial technicalities in the proposal; and (iv) to accept the proposal(s) deemed most favorable to the interest of the Board after all proposals have been examined and evaluated.

A firm may propose both as a joint venture and independently as a single Proposer.

**LIST OF IT MODULES**

<b>MODULE</b>	<b>Statement of Work Exhibit</b>
<b>MODULE 1 – A</b>	<b>E-Rate Internal Connections of Local Area Network Wireless Upgrade of Network Equipment</b>

Proposers must respond to all submission requirements for all segments that include Module 1-A with a proposal in order to be considered responsive. Proposals will be disqualified if any submission is not incorporated into the proposal. If a joint venture proposal(s) is rejected, no firm which has participated in the joint proposal can be considered to provide services unless it has separately and individually submitted a proposal. Similarly, two (2) or more firms may submit proposals as a prime contractor(s) and subcontractor(s) relationship. In the event of such an arrangement, the Board reserves the right to reject any subcontractor and accept only the primary contractor. The Board will not accept a subcontractor and reject the primary contractor. If a subcontractor wishes to be considered separately for a portion of the services, such firm should submit a separate proposal as a primary contractor.

Proposal(s) must be submitted both hard copy and in electronic form. The outside of the envelope must clearly indicate the name of the project, the time and dates specified for receipt and the name and address of the Proposer. The outside of the envelope must clearly indicate the name of the project ("Internal Connections of Local Area Network Wireless Upgrade, Including E-Rate Eligible and Ineligible Network Equipment and Services"), the time and dates

specified for receipt, **Thursday, April 27, 2017 no later than 10:00 a.m.** with the name and address of the Proposer.

**Proposer's EIN must also be included.**

Where proposals are sent by mail to the School District Offices, the Proposer shall be responsible for their delivery to the District Offices before the advertised date and hour for the receipt of the responses. If the mail is delayed beyond the date and hour set for the proposal receipt, proposals thus delayed will not be considered and will be returned unopened. Each proposal must contain the Proposer's EIN number.

**Questions regarding the RFP process should be addressed to:**

Attention: Sharon Palmer, Director of Accounting  
Proviso Township High Schools District 209  
8601 W. Roosevelt Road  
Forest Park, IL 60130  
209erate@pths209.org

Questions may be submitted in writing via e-mail only and received by **Friday, April 14, 2017**. Questions received by the deadline will be answered in the form of a written clarification which will be distributed to all Proposers who have received a copy of the RFP via e email request via **209erate@pths209.org**. The written clarification as well as any addendum's will be sent to the Proposer's email address.

The RFP and Appendix are available upon request at **209erate@pths209.org**. Proposers are responsible for checking their email for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from their email shall not relieve such Proposers from being bound by additional terms and conditions in the clarifications and/or addenda, if any, or from considering additional information contained therein in preparing their proposals. Note that there may be multiple clarifications and/or addenda. Any harm to a Proposer resulting from such failure shall not be valid grounds for a protest against award(s) made under this RFP. Proposals will not be accepted in electronic form only.

**Proposal Submission**

Responses may be received prior to, but not later than, **Thursday, April 27, 2017 no later than 10:00 a.m.**

**Withdrawal of Proposals**

Proposers may withdraw their proposals at any time prior to the time and date specified for receipt of proposals. However, no Proposer shall withdraw or cancel the proposal for a period of sixty (60) calendar days after receipt time for proposals are due; nor shall the successful Proposer withdraw, cancel or modify the proposal after having been notified by the School District that the proposal has been accepted by the Board.



## GENERAL TERMS AND CONDITIONS

**Contract:** Proposer agrees that if the proposal is accepted and awarded by the Board for the services hereinafter described ("Services"); Proposer will execute a written contract with the Board ("Contract") for such Services prior to rendering any Services and no later than 10 (ten) days. In the event Proposer fails to enter into such contract within the time required, the Board will revoke Proposer's approval for award. The Contract will contain, among other things, the General and Specific Terms and Conditions contained herein. The Board, through its legal counsel, will submit a draft of the Contract for Proposer's review.

**Term of Contract:** The Contract shall commence July 1, 2017 and end June30, 2018. The Board shall have the option to extend the Contract for one (1) additional one year term under the same terms, conditions and prices contained in the Contract. The Board reserves the right to extend or abbreviate the Contract period if such extension or abbreviation is necessary to make the Contract term coincide with the "funding year" or "implementation period" as defined by the Universal Service Administrative Company ("USAC"). In some cases, the award of two Contracts to a Proposer – one for Ineligible Products and /Services and one for Eligible Product and/or Services may be awarded.

**Standards of Performance:** Proposer shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the School District and to the satisfaction of the Director of Information Technology or Board. Proposer shall retain and utilize sufficient staff to assure the most effective and efficient performance of Services and shall utilize, as required by law or by the Contract, professionals licensed to practice in the State of Illinois in the applicable profession and shall be authorized and licensed to conduct business in the State of Illinois. Proposer shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the School District, so as to assure, among other things, that the Services are performed at a reasonable cost to the School District and that Services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Proposer acknowledges and accepts a relationship of trust and confidence with the School District and agrees to cooperate with the School District, and all other persons or entities which may be retained by the School District, in performing Services to further the best interests of the School District.

**Prevailing Wage Act:** In connection with this Request for Proposal solicitation, the Network requires that the prevailing rate of wages and other applicable benefits, if any, in the loyalty for each craft or type of worker or mechanic needed to execute the Contract or perform such work, as ascertained by the Illinois Department of Labor, shall be paid to such workers by their employers. All workers employed on the Project shall be Union electricians.

**Certified Payroll:** Each subcontractor and all their lower tier subcontractors that perform work

on site will be required to submit Certified Payrolls on a monthly basis. The subcontractor will be responsible to submit their entire lower tier subcontractor's payroll.

**Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under the Contract, the Board shall notify Proposer and the Board may terminate the Contract on the last day of the fiscal period for which funds were appropriated with no liability to the School District.

**Favored Nation:** Proposer shall furnish Services to the School District at the lowest price that Proposer charges to other similarly situated entities. If Proposer overcharges, in addition to all other remedies, (including Liquidated Damages), the School District is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the School District until the date refund is made. The School District has the right to offset any overcharge against any amounts due to Proposer under this or any other agreement between Proposer and the School District, and, at the School District's sole option, the right to declare Proposer in default under the Contract.

**Audit and Document Retention:** Proposer shall furnish the School District with such information as may be requested relative to the progress, execution and costs of the Services. Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposer's Services under the Contract. All records referenced above shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the School District or its designee. Proposer shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the School District the same right to inspect and audit said records as set forth herein.

**Termination:**

1. **Termination At-Will.** If at any time during the term of the Contract, the Board determines, in its sole discretion, that the Services provided by Proposer are no longer in its best interest, the Board has the option to terminate the Contract on thirty (30) calendar days written notice to Proposer.
2. **Suspension of Services.** The Board may, on thirty (30) calendar days written notice, request that Proposer suspend Services in whole or part. Proposer shall promptly resume performance of services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Proposer. Responsibility for any additional costs or expenses actually incurred by Proposer as a result of remobilization shall be determined by mutual agreement of the parties.

**Proposer Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:

1. Any material misrepresentation by Proposer in the inducement of the Contract or the performance of Services.
2. Breach of any agreement, representation or warranty made by Proposer in the Contract. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the Contract, including, but not limited to, the following:
  - a) Action or failure to act which affects the safety and/or welfare of students or staff;
  - b) Failure to perform in accordance with terms, conditions and specifications of the Contract;
  - c) Failure to provide any portion of the Services at the time fixed for performance and in the manner specified herein;
  - d) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Proposer's reasonable control;
  - e) Failure to perform the Services in a manner satisfactory to the School District, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - f) Failure to promptly re-perform Services within a reasonable time as determined by the Coordinator of Instructional Technology that were determined by the School District to be incomplete or unsatisfactory;
  - g) Discontinuance of the Services for reasons not beyond Proposer's reasonable control; or
  - h) Failure to comply with any term of the Contract, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts, errors or omissions as contained in the Contract constituting an Events of Default.
  - i) Default by Proposer under any other agreement Proposer may have with the School District.
  - j) Assignment by Proposer for the benefit of creditors or consent by Proposer to the appointment of a trustee or receiver or the filing by or against Proposer of any petition or proceeding under any bankruptcy, insolvency or similar law.

**Remedies.** If Proposer fails to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of the Contract under Events of Default, the School District shall declare Proposer in default. Whether to declare Proposer in default is within the sole discretion of the Board. Written notification of an intention of the Board to terminate the Contract, in whole or in part shall be provided and shall be final and effective upon Proposer's receipt of such notice. Upon the giving of such notice as provided in the Contract, the Board may invoke any or all of the following remedies:

1. The right to take over and complete the Services or any part thereof, by contract or otherwise as agent for and at the cost of Proposer either directly or through others. The Proposer shall be liable to the School District for any costs incurred

by the School District. Any amount due Proposer under the Contract or any other agreement Proposer may have with the School District shall be offset against amounts claimed due by the School District.

2. The right to terminate the Contract, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the School District.
3. The right to suspend Services during the thirty (30) day cure period if the default results from Proposer's action or failure to act which affects the safety and/or welfare of students or the School District staff.
4. The right to specific performance, an injunction or any other appropriate equitable remedy.
5. The right to receive from Proposer any and all damages incurred as a result or in consequence of an Event of Default.
6. The right to money damages.
7. The right to withhold all or part of Proposer's compensation under the Contract.
8. The right to deem Proposer non-responsible in future contracts to be awarded by the School District.
9. The right to terminate the Contract in whole or in part, select a new vendor by requesting a change of the Service Provider Identification number (SPIN) with the SLD/USAC, and/or seek any other available remedies in law, equity, or by statute in the event the Proposer fails to pay any non-tax debt owed to the federal government and/or the Federal Communications Commission (FCC) in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996 (DCIA).
10. The right to terminate the Contract in whole or part and select a new vendor by requesting a change in the Services Provider Identification Number (SPIN) pursuant to SLD/USAC guidelines, rules and/or regulations.

If the Board considers it to be in its best interest, it may elect not to declare Proposer in default or to terminate the Contract. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Proposer to continue to provide the Services despite one or more Events of Default, the Proposer shall in no way be relieved of any responsibilities, duties or obligations under the Contract nor shall the Board waive or relinquish any of its rights.

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

**Turnover of Documents and Records.** Upon demand of the Board after termination of the Contract for any reason or the expiration of the Contract by its terms, Proposer shall submit to the Board or its designee within three (3) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work analyses, data, computer disks, documents and any other information relating in any way to the Contract or the performance or furnishing of Services, except that Proposer may keep copies of (non-proprietary/non-confidential) information for its own records.

**Confidential Information, Dissemination of Information, Ownership, Survival:**

- a. **Confidential Information.** In performance of Services to the School District, Proposer may have access to or receive certain information that is not generally known to others (“Confidential Information”). Proposer agrees not to use or disclose any Confidential Information or any records, reports, or documents prepared or generated as a result of the Contract without the prior written consent of the Board or its designee.
- b. **Dissemination of Information.** Proposer agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of the Contract (“Work Product”) without the prior written consent of the Board. Proposer shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Proposer disseminate any information regarding Services without the prior written consent of the Board. In the event that Proposer is presented with a request for documents by any administrative agency or with a *subpoena duces tucem* regarding any records, data, or Work Product which may be in Proposer’s possession as a result of Services under the Contract, Proposer shall immediately give notice to the School District and its General Counsel with the understanding that the School District shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Proposer will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Proposer agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Proposer under the Contract.
- c. **Ownership.** All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of the Contract, shall at all times be and remain the property of the School District. All of the foregoing items shall be delivered to the School District upon demand at any time and in any

event, shall be promptly delivered to the School District upon expiration or termination of the Contract. In the event any of the above items are lost or damaged while in Proposer's possession, such items shall be restored or replaced at Proposer's expense.

- d. **Survival.** The provisions of sections a. through c. shall survive the termination or expiration of the Contract.

**Representations and Warranties of Proposer:** Proposer represents and warrants that the following shall be true and correct as of the effective date of the Contract and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the term of the Contract:

- a. **Contractor's Disclosure Form.** The disclosures in the Contractor's Disclosure Forms and all other certifications submitted to Proposer by the School District are true and correct. Proposer shall promptly notify the School District of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to the Board's approval, which shall not be unreasonably withheld.
- b. **Licensed Professionals.** Services required by law or by the Contract to be performed by professionals shall be performed by professionals licensed to practice in the State of Illinois in the applicable professional discipline.
- c. **Financially Solvent.** Proposer warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under the Contract.
- d. **Technical Accuracy.** Proposer warrants that all Services will be technically accurate and correct.
- e. **Compliance with Laws.** Proposer is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes in performance of Services, including, but not limited to, the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace and any others referenced in the Contract. Further, Proposer is and shall remain in compliance with all Board policies and rules as may be amended.
- f. **Gratuities.** No payment, gratuity or offer of employment was made to Proposer, any of its members if a joint venture or, to the best of Proposer's knowledge, to any subcontractors, in relation to the Contract or as an inducement for award of the Contract. Proposer is and shall remain in compliance with all applicable anti-kickback laws and regulations and in accordance with all applicable bid-rigging and contract laws with government bodies.
- g. **Ethics.** No officer, agent or employee of the School District is or will be employed by Proposer or has or will have a financial interest, directly or indirectly, in the Contract or the compensation to be paid thereunder except as may be permitted in writing by the

Board's Ethics and Gift Ban (2:105), adopted September 25, 2008, as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein.

- h. **Good Standing.** Proposer, each of its joint venture members if a joint venture, and each of its subcontractors, if any, are not in default or have not been deemed by the Assistant Superintendent for Business to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of the Contract.
- i. **Authorization.** Proposer has taken all action necessary for the approval and execution of the Contract, and execution by the person signing on behalf of Proposer is duly authorized by Proposer and has been made with complete and full authority to commit Proposer to all terms and conditions of the Contract, which shall constitute valid, binding obligations of Proposer.
- j. **Good Standing with Federal Communication Commission.** Proposer, each of its joint ventures if a joint venture. and each of its subcontractors, if any, have not been: 1) debarred by the FCC or 2) disciplined by the FCC for any breach of its orders, rules, and/or regulations. If Proposer or any of its joint venturers or subcontractors is under investigation by the FCC for any alleged breach of its orders, rules and/or regulations, Proposer waives any rights to confidentiality to any records or materials subject to an investigation by the FCC. Upon written request of the Board, Proposer agrees to turnover any documents or materials related to any investigation as described above by the FCC to the Board. Proposer shall include, in all of its agreements for Services with its joint venturers and/or subcontractors, contract provisions which allow the Board the same right to inspect any records subject to an investigation by the FCC.

**Independent Contractor:** It is understood and agreed that the relationship of Proposer with the Board is and shall continue to be that of an independent contractor and neither Proposer nor any of Proposer's staff, agents, employees or subcontractors shall be entitled to receive the School District employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Proposer, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Proposer shall be the sole responsibility of Proposer. Proposer agrees that neither Proposer nor its staff or subcontractors shall represent themselves as employees or agents of the School District. Proposer shall provide the School District with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

**Indemnification:** Proposer agrees to defend, indemnify and hold harmless the Board, and its respective members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts

or omissions of the Proposer, its officials, agents and employees and subcontractors in the performance of the Services under the Contract.

Proposer shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses as incurred by and on behalf of the School District, arising hereunder. In addition, if any judgment shall be rendered against the School District in any such action, the Proposer shall, at its own expense, satisfy and discharge such obligation of the School District. The Board shall have the right to participate in the defense of any suit, without relieving the selected Proposer(s) of any of its obligations hereunder under which the Proposer shall reimburse the Board for any attorney fees and expenses incurred. The Board retains final approval of any and all settlements or legal strategies, which involve the interest of the School District.

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

**Non-Liability of School District Officials:** Proposer agrees that no Board member, employee, agent, officer or official shall be personally charged by Proposer, its members if a joint venture, or any subcontractors with any liability or expense under the Contract or be held personally liable under the Contract to Proposer, its members if a joint venture, or any subcontractors.

**Insurance:** Proposer, at its own expense, shall procure and maintain insurance covering all operations under the Contract, whether performed by Proposer or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to The School District. At any time following contract award, Proposer shall submit to The School District proof of satisfactory insurance coverage upon request. Minimum insurance requirements are:

Workers' Compensation and Employers' Liability Insurance affording compensation benefits for all employees required by law and employer's liability insurance with limits of Five Hundred Thousand and 00/100 dollars (\$500,000) for accident and disease.

Commercial General Liability Insurance with a combined single limit of One Million and 00/100 dollars (\$1,000,000) per occurrence and Two Million and 00/100 dollars (\$2,000,000) in the aggregate for personal injury and property damage liability inclusive of independent contractors, contractual liability for this insured contract and products/completed operations coverage maintained for not less than two [2] years following termination of the contract or completion of the Services.

Commercial Automobile Liability Insurance with a combined single limit of One Million and 00/100 dollars (\$1,000,000) per accident for bodily injury (including wrongful death) and property damage liability arising from owned, non-owned and hired automobiles is required when any motor vehicle is used in connection with Services to be performed under the Contract.

Provider shall provide a Performance Bond for all labor/materials in the amount of 100%..



Additional Insured. The Proposer shall have its general and automobile liability insurance endorsed to provide that the Board of Education of Proviso Township High School District 209, Cook County Illinois, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are listed as “ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS” – on a primary basis, without recourse or right of contribution.

Insurance Certificate. The Proposer shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by the Proposer indicating that the Board, and its members, employees, agents, and officers, and such other parties as may be designated by the Board are *additional insured* on the general and automobile liability insurance and must evidence sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

**Attention: Sharon Palmer  
Proviso Township High Schools District 209  
8601 W. Roosevelt Road  
Forest Park, IL 60130**

Proposer's failure to carry or document required insurance shall constitute a breach of the Contract and any failure by the School District to demand or receive proof of insurance coverage shall not constitute a waiver of Proposer's obligation to obtain the required insurance. The School District will not pay the Proposer for any work if satisfactory proof of insurance is not provided before the commencement of Services. The School District reserves the right to obtain copies of insurance policies and insurance records by written request at any time from the Proposer or its subcontractors and to modify, delete, alter or change insurance requirements at any time.

The Proposer shall require any subcontractors under the Contract to maintain comparable insurance that shall name the Proposer, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as *Additional Insureds*. The Proposer will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements and shall submit copies of coverages upon request.

**Non Discrimination:** It shall be an unlawful employment practice for Proposer or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of any of the forgoing. Proposer shall comply with the Civil Rights Act of 1964, 42 U.S.C.A, Section 2000, *et seq.*, as amended, the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.* The Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended, the

Americans With Disabilities Act, 42 U.S.C.A. §12101, *et seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended.

**Assignment:** The Contract shall be binding on the parties and their respective successors and assigns; provided, however, Proposer may not assign the Contract or any obligations imposed hereunder without the prior written consent of the Board.

**Entire Agreement; Amendments:** The Contract, including all exhibits and referenced documents, including this RFP, constitutes the entire agreement of the parties with respect to the matters contained therein. No modification of or amendment to the Contract shall be effective unless such modification or amendment is in writing and signed by both parties.

**Continuing Obligation To Perform:** In the event of any dispute between Proposer and the Board, Proposer shall expeditiously and diligently proceed with the performance of all of its obligations under the Contract with a reservation of all rights and remedies it may have under or pursuant to the Contract at law or in equity.

**Survival/Severability:** All express representations or indemnifications made or given in the Contract shall survive the completion of Services by Proposer or the termination of the Contract for any reason. If any provision or part of the Contract is held to be unenforceable, the Contract shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Contract shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

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

**Waiver:** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder shall be construed as any type of waiver of any such right, and the Board reserves the right to exercise any such right from time to time as often as may be deemed expedient.

**Right of Entry:** Proposer, and any of its officers, employees, or agents, performing Services shall be permitted to enter upon the site in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. The Proposer shall provide advance notice to the School District whenever applicable, of any such intended entry. Consent to enter upon a site given by the School District shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. The Proposer shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the services. In the case of any property owned by the Board, or property owned by and leased from the Board, the Proposer shall comply and shall cause each of its officers, employees and agents, to comply with any and all instructions and requirements for

the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits or judgments, costs, or expenses, including attorneys; fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this RFP including without limitation the indemnification provisions contained in this section. And upon request, the Proposer will provide a list of employees providing services in the School District facilities for the purposes of criminal background checks pursuant to the applicable state and federal laws.

**Joint and Several Liability:** In the event that Proposer, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof, then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Proposer shall be the joint and several obligation or undertaking of each such individual or other legal entity.

**Certifications:** The Provider and its agents and subcontractors shall execute and submit to the School District certifications as listed hereinafter:

- Certificate of Eligibility to Contract
- Certificate of compliance With a Drug-Free Work Place Act
- Certificate of Non-Discrimination
- Certificate Regarding criminal Background Investigations
- Authorization for criminal Background Investigation Including Statewide Sex Offender Database and Sex Offender and Child Murderer and Violent Offender Against Youth Database
- Certificate of Compliance With Illinois Human Rights Act
- Bid-Rigging Certification

## SPECIFIC TERMS AND CONDITIONS

1. **Federal E-Rate Universal Services Program Participation:** Proposer understands that it is anticipated that some or all of the School District's cost under the Contract shall be eligible for the "E-Rate" discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC-97-157) ("E-Rate Program"). Accordingly, if so, and contingent upon the School District's receipt of funding commitment from SLD/USAC, defined below, Proposer shall institute a 2-tier billing system and shall be required to recover up to ninety percent (90%) of its compensation for such eligible goods and services directly from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) in accordance with procedures established by the FCC and SLD/USAC. Guidelines for the E-Rate program are available from the SLD/USAC in the document "The SLD Guide to Service Provider Participation in E-Rate". Proposer is advised to read these guidelines before submitting a proposal.
  
2. **E-Rate Provisions. Representations and Warranties by Proposer Related to the E-Rate Program.** Proposer represents and warrants that it shall provide the SLD/USAC with truthful and accurate information about its invoices promptly upon request by the SLD/USAC. Proposer also represents and warrants that it has carefully identified components of the Products and/or Services that are Eligible E-Rate Services and/or Products. Further, through internal audit and review of services rendered during the course of the Contract, Proposer represents and warrants that it will ensure that the Services and/or Products are limited to Eligible E-Rate Services and/or Products.
  
3. **E-Rate Invoices.** As Services and/or Products are accepted by the School District, Proposer shall submit invoices and supporting documentation to the School District for written approval. Such invoices and supporting documentation must be acceptable to the School District. Pursuant to the instructions of the School District, such invoices shall include the full cost of Ineligible E-Rate and Eligible E-Rate Services and/or Products. Proposer is responsible for providing proof of delivery and/or installation for the full cost of approved Ineligible and Eligible E-Rate Services and/or Products. All approved invoices relating to the E-Rate program shall be submitted to this "**Designated Contact Person**" (Tracy Avant-Bey, Director of Information Technology) for approval.

The Designated Contact Person or his/her designee shall review invoices in keeping with the normal business processes of the School District. Compensation shall be based on actual Services and/or Products provided during the term of the Contract, and the School District shall not be obligated to pay for any Services and/or Products not in compliance with the Contract. Proposer will issue invoices for services 30 (thirty) days after the completion of the work as approved by the School District. The School District shall process invoices and make payments in its normal course of business.

4. **E-Rate Procedures.** Consistent with the FCC's Universal Service Order, Provider will provide discounts on bills and use the FCC Form 474 (Service Provider Invoice Form) to

invoice the SLD/USAC for Eligible E-Rate Services and/or Products. Provider shall provide the SLD/USAC with truthful and accurate information about its invoices.

- a. Proposer will prepare the FCC Form 474 and submit it to the School District for written approval. Upon written approval of the Form 474, the School District will send a written notice to Proposer to authorize Proposer to submit FCC Form 474 to the SLD/USAC for payment. Proposer is not authorized to submit any discounted invoices to the SLD/USAC without the School District's written approval. If the Proposer submits the Form 474 without written approval from the School District, Proposer will withdraw the Form 474 at the School District's request within five (5) business days.
- b. The School District may request that certain Services not start until the award of E-Rate funding. Proposer will acknowledge that Services will not commence until written authorization is received by the School District.
- c. If equipment becomes obsolete, end of sale, is no longer available, or requires a change in equipment solution, Proposer will provide a substituted product and will promptly notify the School District in writing so that requested changes can be made to the Schools & Libraries Division. The School District will approve change in writing.
- d. Vendor will submit all required documentation in order to support all invoices related to E-Rate Eligible Products and/or Services. Vendor must submit the correct billing package each month before the Board's representative will provide authorization for the Vendor to bill the SLD/USAC for the Discounted Portion of E-Rate Eligible Services and/or Products and authorize the payment of the Non-Discounted Portion of E-rate Eligible Services and/or Products. If Vendor does not provide necessary support to validate charges on invoicing activity, Vendor will be notified that the invoice has been rejected. Until the invoice is corrected and the necessary support has been submitted, the Board will not approve of the Service Provider Invoice Form, service certification, or the Vendor's invoice. In that event, FCC Form 474 will not be submitted to SLD/USAC.

The service provider shall include the following information on all invoices submitted to the District for E-Rate eligible equipment and/or services:

1. Date of invoice
2. Date(s) of service
3. Service Provider Identification Number (SPIN)
4. District's Billed Entity Number ("BEN")
5. Purchase Order number
6. Funding Request Number ("FRN")
7. Service provider's signature on invoice attesting to the accuracy and completeness of all charges

8. Detailed description of services performed and materials supplied that matches the District's contract specifications, Form 470 and Form 471 descriptions of same
  9. Asset inventory records of all equipment installed, make, model, description, type of component and serial number.
  10. District will supply the E-rate invoice format to the Service Provider to submit the information in the approved format.
  11. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
  12. Invoice on service provider's letterhead or on a service provider-generated form
  13. Proper E-Rate discount percentage as set forth by the applicable FRN and USAC Funding Commitment Decision Letter
5. Upon completion, as services are accepted by the District, the vendor shall submit invoices and supporting documentation to the District for written approval. Such invoices and supporting documentation must be acceptable to the District. Pursuant to the instructions of the District, such invoices shall include the full cost of ineligible E-Rate and eligible E-Rate services. The vendor is responsible for providing proof of delivery and/or installation for the full cost of approved ineligible and eligible E-Rate services.
6. **Good Standing with FCC.** Proposer and each of its subcontractors, if any, has not been (a) debarred by the FCC or (b) disciplined by the FCC for any breach of its orders, rules, and/or regulations. If Proposer or any of its subcontractors is under investigation by the FCC for any alleged breach of its orders, rules and/or regulations, Proposer waives any rights to confidentiality to any records or materials subject to an investigation by the FCC. Upon written request of the School District, Proposer will turnover to the School District any documents or materials related to any investigation by the FCC as described above. In all of its agreements for Services and/or Products with its subcontractors, Proposer shall include contract provisions which allow the School District the same right to inspect the same records that are subject to an investigation by the FCC.
7. **Audit and Document Retention.** Proposer shall furnish the School District with such information as may be requested relative to the progress, execution and costs of the Services and/or Products. Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to the Services and/or Products provided under the Contract. All records referenced above and any required under the document retention requirement of the FCC shall be retained for at least five (5) years after the last day of the delivery of E-Rate Discounted Services and/or Products, such information shall be subject to inspection and audit by the School District, the SLD/USAC or their designees. Pursuant to 47 CFR 54.516. Proposer shall assume responsibility for the compliance with the FCC requirements on document retention and auditing by its subcontractors. Proposer shall include, in all of its subcontractor agreements for Services and/or Products, provisions that 1) require the joint venture members or subcontractors to maintain the above-described records and 2) allow the School District,

the SLD/USAC or their designees the same right to inspect and audit said records as set forth herein.

8. **E-Rate Remedy.** In addition to the Contract terms for Events of Default, the occurrence of any Events of Default which Proposer fails to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of the Contract and specifying the Events of Default or which, if such Events of Default cannot be reasonably cured within thirty (30) calendar days after notice, Proposer fails to commence and continue diligent efforts to cure in the sole opinion of the Board may permit the Board to declare Proposer in default. Whether to declare Proposer in default is within the sole discretion of the Board. Written notification by the Board to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Proposer's receipt of such notice. Following giving notice, the Board may invoke any or all of the following remedies.
  - a. Withhold all or part of Proposer's compensation under the Contract and notify the SLD/USAC to withhold payments that are due or future payments that may become due under the Contract.
  - b. Terminate the Contract in whole or in part, select a new Proposer by requesting a change of the Service Provider Identification number ("**SPIN**") with the SLD/USAC, and/or seek any other available remedies in law, equity, or by statute if Proposer fails to pay any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996.
  - c. Terminate the Contract in whole or part and select a new Proposer by requesting a change in the SPIN pursuant to SLD/USAC guidelines, rules and/or regulations.
  - d. Terminate in whole or part if E-Rate funding is not approved, or budget appropriations have not been made.
9. **SPIN Number and Invoicing.** The Proposer will be required to have or obtain a SPIN number and invoice pursuant to E-Rate procedures established by the federal government.

**Proposers unable or unwilling to participate in the federal E-Rate Universal Services Program will automatically be eliminated from this RFP process.**

10. **Rehabilitation Act of 1998: Section 508 Compliance:** Section 508 of the Rehabilitation Act of 1998 requires that the School District's electronic and information technology is accessible to people with disabilities, including employees and members of the public.

Definitions:

**Alternate formats:** Alternate formats usable by people with disabilities may include, but are not limited to, Braille, ASCII text, large print, recorded audio and electronic formats that comply to the criteria below.

**Alternate methods:** Different means of providing information, including product documentation, to people with disabilities. Alternate methods may include, but are not limited to, voice, fax, relay service, TTY, Internet posting, captioning, text-to-speech synthesis and audio description.

**Assistive technology:** Any item, piece of equipment or system whether acquired commercially, modified, or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities.

**Electronic and information technology:** Includes information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term electronic and information technology includes, but is not limited to, telecommunications products, information kiosks and transaction machines, World Wide Web sites, multimedia and office equipment such as copiers and fax machines.

**Information technology:** Any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data or information. The term information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services) and related resources.

11. **Account Management:** Proposer must provide a single point of contact (account manager) for all issues and reporting under the Contract. Proposer must also provide management reporting related to the School District's spending with the Proposer.
12. **Key Performance Indicators and Penalties:** In order to monitor the quality of service levels, a Service Level Agreement will be defined during the Contract negotiations and included in and made part hereof the Contract.
13. **Description.** A description of how the Services shall be performed, timelines for completion, testing procedures, etc should be included in the proposal. If the proposal is only to provide equipment then the proposal should include delivery timeframes.
14. **Reports.** All items listed below will be provided to the School District either in paper, CD or e-mail format in specific areas related to the RFP.
15. **Inventory.** Proposer will provide a complete inventory of installed equipment; this inventory will include but is not limited to device location, host name, IP address, serial number, and device configuration. This information will be provided to the School District in a predetermined electronic format.

Removed Equipment Report

Wireless Site Surveys

Diagrams of school LANs in a standard CAD format and as PDFs

Testing/Acceptance Reports



16. **Warranty.** The Proposer shall provide at least a full one year or more warranty on all newly equipment, services and work from the date that the School District accepts completion of the Services. The Proposer must guarantee a 99% uptime with documentation. Extended warranties should be included as an addendum to the proposal to enable the district to determine if extended warranties are feasible at the time and if they offer an advantage to the School District.
17. **Incomplete proposals.** Incomplete proposals may be rejected at the discretion of the Board.
18. **Award Date.** Proposals will be awarded at a designated date by the Board of Education. All awards and the award date are contingent upon final approval of the discount award by the Schools and Libraries Universal Service Fund Discount Program, its agents, or designees. All prices shall be valid until the School District is notified by the SLD as to whether or not the District has received an award for the work. Proposer agrees to receive a portion of payment for the provision of goods and services described herein directly from the Universal Service Fund (“USF”) and/or its agents, the National Exchange Carrier Association (“NECA”) and/or the Schools and Libraries Corporation (“SLC”). The School District will not be liable for any delays in payments from the Universal Service Fund, or its agents or designees. The School District and Proposer will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as designated under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive bidding requirements contained in 47 C.F.R. #54.504.
19. **Project Initiation Meeting.** A project initiation meeting will take place subsequent to award by the SLD; place to be announced. Any and all exceptions are to be discussed and a Project Implementation Schedule will be agreed upon.
20. **Commencement of Work.** The School District will give notice to the Proposer when to commence services. All invoices must be itemized to show material and labor authorized under the universal services E-Rate program as separate from non-authorized material and labor. All Proposers will provide its Universal Services Vendor Code on invoices.
21. **Exceptions.** All exceptions, additions and change orders are to be agreed upon, by signature, in writing by the Proposer/contractor and the School District Coordinator of Instructional Technology.
22. **Authority.** Proposer understands and agrees that Proposer is not an authorized representative of Proviso High Schools District, 209. All agreements and approvals (written and verbal) must be made by the duly authorized School District employee(s).

## **SCOPE OF SERVICES**

### **MODULE 1-A**

#### **MODULE 1 – A: E-Rate Internal Connections of Local Area Network Wireless Upgrade of Network Equipment**

##### OVERVIEW

The School District seeks to contract with a Proposer to provide the following E-Rate Eligible or Ineligible Services including both hardware and services. The Proposer is required to furnish, install, configure the wireless equipment fulfilling the requirements outlined in this Request for Proposal (RFP). The proposal must be for the installation of the Services on a “turn-key” basis.

Information concerning the District 209 Schools are as follows (see Attachment B)

Proviso East High School, 807 S 1<sup>st</sup> Ave, Maywood, IL 60153  
Proviso West High School, 4701 West Harrison, Hillside, IL 60162

#### **ROUTERS, SWITCHES, CORE SWITCHES, WIRELESS LAN CONTROLLERS, AND WIRELESS ACCESS POINTS**

##### **Cisco is the preferred equipment manufacturer**

To solicit from qualified service providers the replacement and addition of E-Rate Eligible ([https://apps.fcc.gov/edocs\\_public/attachmatch/DA-14-1556A1.pdf](https://apps.fcc.gov/edocs_public/attachmatch/DA-14-1556A1.pdf)) network equipment for PROVISO DISTRICT 209. The scope of the project will be as follows:

Install and configure Cisco network switches, routers, and wireless devices where applicable at PROVISO DISTRICT 209 (2) Locations.

All equipment and material should be new. Used, refurbished or repurposed equipment or material will not be acceptable.

Ensure interoperability with existing network infrastructure. LAN switches with power over Ethernet (PoE) will be installed in wiring closets where needed. Quality of Service (QoS) configuration on routers and switches to reserve bandwidth for voice traffic if applicable.

Cisco Wireless access points with Clean Air and waterproof environmental cover, if required and access control systems where applicable.

A wireless Survey will be required to determine FULL coverage and quantity required at each location based on enrollment of full capacity.

All equipment must be priced with a one-year manufacturer warranty (8x50NBD) for all equipment with the exception of core infrastructure which should have 24x7 4-hr.

Provide list of options for the removal and/or disposal of displaced equipment. Trade-in credits are permissible.

Install and configure tools to configure and manage the network devices included in this project.

All networking equipment and components must be 100% interoperable without any third party solutions, including security, telephony, video, wireless, and unified communications. Provide the first year of maintenance and support with these minimum requirements:

### **Wireless Network**

The School District desires to have the Proposer recommend an Enterprise Wireless Solution on behalf of all the two locations identified herein. This service shall include the following services below, including hardware, basic installation, warranty, testing/configuration and associated services. Proposer shall include the cost of a one-year warranty support agreement on all hardware purchased.

All setup, installation, software, cabling, and testing to provide turnkey services for an enterprise wireless solution.

The following services are required:

- Wireless LAN controllers
- Wireless Access Points
- New patch panels and cabling to connect all endpoints
- New wireless design and implementation services
- Equipment must be fully compliant with 802.11ac.

### **Infrastructure Network:**

The school district desires to have the proposer recommend an enterprise network solution on behalf of all three school locations. This service should include the following services below, including hardware, basic installation, warranty, testing/configuration and associated services. Proposer shall include the cost of a one-year warranty support agreement on all hardware purchased.

- All setup, installation, software, cabling, and testing to provide turnkey services for an enterprise network solution.
- New network core infrastructure include core, access switches, routers, wireless LAN controllers.
- New fiber infrastructure to accommodate the new network equipment.
- New patch panels and cabling to connect all endpoints.

- New network design and implementation services.
- New design should be able to accommodate for VoIP.

**Requirements:**

Proposer shall designate a project manager to oversee the planning efforts of successfully deployment and delivery of this project.

Installation is to include all testing, project management, network integration, site survey, and design document. Included in this scope for E-rate purposes should be closeout documentation for each school that includes but not limited to

1. Wireless heat map
2. Design Documents
3. Bill of Materials
4. Project management plans
5. Functionality tests
6. Inventory of what is installed included make model serial number and location
7. Closeout documents

**Documentation**

Vendor shall submit to Proviso Township High School District 209 the following documents within 30 days of installation. These diagrams need to be in electronic format as well as bounded paper copy:

**End User Guides**

System documentation

Detailed inventory list of all equipment installed

Full technical specifications and as built documentation

Router, switch configurations

IP address list and network diagrams

For E-Rate purposes, the proposal shall submit closeout documentation of the following:

- List of Equipment Installed with location, asset tag, make, model number, serial number, description, date installed, warranty start date and warranty end date.
- List of Bill of Materials installed with price, quantity and extended price.
- Evidence of functionality of E-Rate eligible equipment
- Warranty process and manufacturer specification
- Any licenses purchased on behalf of District including any proprietary information included in closeout documentation
- Evidence of completion of project certifications
- Project plans, schedule of work completed, meeting minutes

**Pricing:**

Proposer should include a breakout of all costs including design, survey, equipment costs installation, testing and configuration and related closeout documentation. Any project management costs should be included.

Proposer must review the specifications as identified herein and incorporate this information into their cost proposal. If additional equipment and/or services are required per the requirements herein, Proposer must include this information in the breakout in Exhibit F.

Proposed equipment as specified in the network design should reflect the final proposal. If a substitution is recommended it is the responsibility of the vendor to share that information with the district prior to submission of their Form 471.

Proposer must separate all eligible and ineligible costs as they are delineated under E-Rate regulations. Proposers are recommended to consult the SLD Website for eligibility lists pertinent to the relevant eligibility conditions (<http://www.usac.org/sl/>).

Unit prices should be based on the length on the contract period. Unit prices should be fully loaded, associated equipment costs, overhead, and other miscellaneous expenses and travel. The Board will not pay separate expenses and travel. Proposer must factor the following all labor and technician costs, including travel charges, equipment, etc.

Prices must be firm through the end of Contract term and the renewal period. All pricing should specifically list costs and expenses (e.g. shipping, replacement parts, taxes) to be charged as part of the services.

Proposer shall include a breakout of LAN cabling materials that include the make, model, estimated quantity, full description of the material or equipment proposed based on the assumptions. Any related costs for services should be fully documented.

## EVALUATION CRITERIA AND BASIS OF AWARD

### 23. SELECTION PROCESS

**Evaluation Committee:** An Evaluation Committee, which will include designated staff from the District including technical experts who will review proposals in accordance with the evaluation criteria and submit its recommendations to the Superintendent who in turn will recommend to the Board that those Proposers meeting the Board's criteria be awarded a Contract.

**Competency of Proposer:** No award will be made to any person, firm or corporation that is in arrears or is in default with the School District, the State of Illinois or the County of Lake upon any debt or contract, or that is a defaulter upon any obligation to the School District, or has failed to perform faithfully on any previous contract with the School District.

**Consideration of Responses:** The Board's designated representative shall represent the School District in all matters pertaining to this RFP. The Board's designated representative reserves the right to recommend to the Board rejection of any response and to disregard any informality in the responses when, in his/her and the Board's opinion, the best interest of the School District will be served by such action.

### 24. EVALUATION CRITERIA

**Proposer shall be evaluated on the following criteria:**

1. Qualifications, Resources and Experience. The Evaluation Committee will review the qualifications and experiences of the Proposer, the ability of Proposer to provide required Services and current performance on projects of similar size and scope.
2. The past performance of the Proposer on other contracts with the School District and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the School District, other government agencies, or any other available sources, relevant information concerning the Proposer's record of past performance.
3. Pending legal actions that may affect performance of the Services required under this RFP.
4. The quality of the responses received from three (3) references.
5. Specific Terms and Deliverables. Each proposal will be evaluated based upon the responses to Specific Terms and Conditions as well as Deliverables, as defined in Scope of Services.
6. Pricing. The Evaluation Committee will evaluate the Proposer's cost information, including all schedules provided in the proposal. The Proposer must include all

assumptions made in association with the cost proposal and provide additional cost estimates for improvements or enhancements that may improve the quality of the proposed solution.

7. Technical details. The Evaluation Committee will review all technical details of the proposal.
8. The financial stability of the Proposer. The Evaluation Committee will evaluate the Proposer’s financial condition and other background information.
9. Familiarity with the School District.
10. Submission of all required documentation.
11. Compliance with the Insurance Requirements cited herein.

**All bids will be subjected to the following evaluation system:**

<b>Factor</b>	<b>Weight</b>
Price of eligible product and services	35
Price of ineligible products and services	05
Work Plan/Ability to Delivery SOW	15
Financial Stability of the vendor	10
Familiarity with School District	15
Completeness of Proposal	20

**BASIS OF AWARD**

A Contract will be awarded to the Proposer who meets the Board's Evaluation Criteria set forth herein.

**SCHOOL DISTRICT AUTHORITY**

The School District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The School District reserves the right to:

1. Reject any or all of the Proposals, including the lowest price proposal;
2. Issue subsequent RFP;
3. Withdraw the entire RFP;
4. Remedy errors in the RFP;
5. Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of the Board;
6. Appoint evaluation committees to review Proposals;
7. Seek the assistance of outside technical experts to review proposals;
8. Approve or disapprove the use of particular subcontractors and suppliers;
9. Award a Contract to one or more Proposers;
10. Accept other than the lowest priced proposal;
11. Waive informalities and irregularities in Proposals;

12. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);

This RFP does not commit the School District to enter into a Contract nor does it obligate the School District to pay for any costs incurred in the preparation and submission of proposals by Proposers or in anticipation of a contract.



**PROPOSER'S EXECUTION PAGE**

TO: Office of Business Administration  
Proviso Township High Schools  
8601 West Roosevelt Road  
Forest Park, IL 60130-2532

FROM: \_\_\_\_\_  
(Name of Firm/Individual)

The undersigned, hereby acknowledges having received the specification containing a full set of documents, including, 1) General Invitation, 2) General Terms and Conditions, 3) Specific Terms and Conditions, 4) Submittal Requirements, 5) Evaluation Criteria and Basis of Award, 6) Proposer's Execution Page, 7) Attachments A, B, C, and D. The Proposer is responsible for reading and understanding all sections of this RFP, and affirms that the Proposer shall be bound by all of the terms and conditions contained in this RFP.

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

PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

CITY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Printed)

TITLE: \_\_\_\_\_

ATTEST BY: \_\_\_\_\_  
(Signature)

Subscribed and Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Corporate Seal (requested, not required)

\_\_\_\_\_  
Notary Public Signature  
Seal of Notary

**ATTACHMENT A**

**Contractor's Disclosure Forms:**

Proposer's Summary of Proposed Modules  
Certificate of Eligibility to Contract  
Certificate of Compliance with A Drug-Free Work Place Act  
Certificate Regarding Sexual Harassment Policy  
Certificate of Non-Discrimination  
Certification Regarding Criminal Background Investigations  
Authorization for Criminal Background Investigations

**PROPOSER'S SUMMARY OF PROPOSED MODULES**

**PROPOSAL SUBMISSION STATEMENT** (In response to Request for Proposal, the undersigned hereby declares that they have read and meet the Minimum Qualifications for module 1-A applied.

Proposers must insert a checkmark in the box herein:

<b>Module Number</b>	✓
MODULE 1 – A	

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

**CERTIFICATE OF ELIGIBILITY TO CONTRACT**

I, \_\_\_\_\_, pursuant to Section 5/10-20.21(b) of the *School Code*, hereby certify that neither I nor any of my partners, or officers or owners of \_\_\_\_\_:  
(Name of Business)

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

Furthermore, I certify that I, my partners, officers or owners of \_\_\_\_\_  
(Name of Business)

and its 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 bid void if this certification is false.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of Bidder

Subscribed and Sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

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

**CERTIFICATE OF COMPLIANCE WITH A  
DRUG-FREE WORK PLACE ACT**

I, \_\_\_\_\_, as an authorized agent, do hereby certify that  
\_\_\_\_\_ (check appropriate box):  
(Name of Business)

- Has 25 or more employees and, pursuant to Section 3 of the *Illinois Drug Free Workplace Act*, 30 ILCS 580/1 et seq., shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug Free Workplace Act*. I further certify that \_\_\_\_\_ is not  
(Name of Business)  
ineligible for award contract by reason of debarment for a violation of the *Illinois Drug Free Workplace Act*.
  
- Has less than 25 employees and shall provide a drug free workplace for all employees engaged in the performance of work under the contract.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of Bidder

Subscribed and Sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

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

**CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY**

\_\_\_\_\_ (Contractor), does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes, at a minimum, the following information: (1) the illegality of sexual harassment; (2) the definition of sexual harassment under State law; (3) a description of sexual harassment, utilizing examples; (4) an internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (6) direction on how to contact the Department of Human Rights and Human Rights Commission; and (7) protection against retaliation.

\_\_\_\_\_  
Name of Firm/Individual

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATE OF NON-DISCRIMINATION**

I, \_\_\_\_\_, as an authorized agent, do hereby certify that \_\_\_\_\_, does not engage in discriminatory practices

(Name of Business)

regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the *Illinois Civil Rights Act* of 2003, P.A. 93-0425; *Illinois Human Rights Act*, 775 ILCS 5/1-101 et seq.; the *Americans with Disabilities Act*, 42 U.S.C. 12101 et seq., and the *Rehabilitation Act* of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations there under.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of Bidder

Subscribed and Sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

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

**CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS**

Contractor hereby represents, warrants and certifies that no officer or director thereof has any knowledge that any employee thereof who has or may have daily direct contact with pupils of the School District has been convicted of committing or attempting to commit any one or more of the following offenses set forth in the Criminal Code of 1961. 720 ILCS 5/1-1 et. seq., Sections 11-6 (Indecent solicitation of a child), 11-9 (public indecency), 11-14 (prostitution), 11-15 (soliciting for prostitute), 11-15.1 (soliciting for a juvenile prostitute), 11-6 (pandering), 11-17 (keeping a place of prostitution), 11-18 (patronizing a prostitute), 11-19 (pimping), 11-19.1 (juvenile pimping), 11-10.2 (exploitation of a child), 11-20 (obscenity), 11-20.1 (child pornography), 11-21 (harmful material), 12-15 (criminal sexual assault), 12-14 (aggravated criminal sexual assault), and/or those offenses defined in the "Cannabis Control Act", 410 ICS 550/1, et. seq. (except paras. 704 and 705 of that Act), and/or those offenses defined in the "Illinois Controlled Substances Act", 720 ILCS 570/100 et. seq., and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated Contractor by its duly authorized officer.

\_\_\_\_\_

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

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

Date: \_\_\_\_\_, 20\_\_\_\_



**AUTHORIZATION FOR CRIMINAL BACKGROUND  
INVESTIGATION INCLUDING STATEWIDE SEX  
OFFENDER DATABASE AND SEX OFFENDER AND CHILD  
MURDERER AND VIOLENT OFFENDER AGAINST YOUTH DATABASE**

The undersigned hereby authorizes the Board of Education of Proviso Township High School District 209, Cook County, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 10-21.9 of the School Code of Illinois, para. 10-21.9 and other relevant laws and to receive criminal history record information pursuant thereto.

\_\_\_\_\_  
Printed or Typed Name of Applicant or Employee

\_\_\_\_\_  
Signature of Applicant or Employee

Dated: \_\_\_\_\_, 20\_\_\_\_

**ATTACHMENT B**

**Contractor's Proposal Submissions:**

Cover Letter  
Vendor Profile and Demographics  
References  
Copy of License to do Business in Illinois  
Compliance with E-Rate Program  
Financial Statements  
Insurance Requirements  
Understanding the Scope of Services  
Workplan/Project Approach  
Vendor Cost Proposal (Excel Spreadsheet Attached Separately)  
Joint Venture Agreement (If Applicable)  
Work History with the School District

**ATTACHMENT C**

**LIST OF SCHOOL LOCATIONS**

- a. Proviso East High School, 807 S 1<sup>st</sup> Ave, Maywood, IL 60153
- b. Proviso West High School, 4701 West Harrison, Hillside, IL 60162

**Attachment D – Network Maps**