

Request for Proposals



Naperville Community Unit School District 203

WAN / Internet Requirements
Due January 6, 2023

Naperville School District 203 – WAN / Internet Requirements

This is to provide explanation and clarification of telecommunications services to be provided through the Universal Services Form 470

Notice is hereby given that **Naperville Community Unit School District 203** is issuing a Request for Proposal (RFP) for a WAN / Internet Requirements within the District. The purpose of the RFP is to solicit proposals from vendors to provide high bandwidth Wide Area Network (WAN) links connecting all District locations listed in the RFP. The District also wishes to procure Internet bandwidth that will serve District locations. The RFP, as well as general information on the District, can be found on the District's website at <https://www.naperville203.org/page/3443>.

1. Response Requirements

- 1.1. The requested Network Equipment Upgrade will assist the District in providing highly reliable, and resilient connections between its schools and educational content available on the Internet. Only vendors with an active Service Provider Identification Number (SPIN) number will be considered.
- 1.2. Proposals must be submitted to the **District before January 6, 2023, at 2:00 p.m. CST. Proposals received after 2:00 p.m. CST will not be considered.**
- 1.3. **Proposals must be submitted by e-mail to:**
Michelle Swope
Naperville CUSD 203
mswope@Naperville203.org
- 1.4. **Proposals will be received by Naperville Community Unit School District 203 at the date and time stated below:**
 - 1.4.1. ***Submission Method:*** Email to Naperville Community Unit School District 203. **PROPOSALS MAY NOT BE FAXED**
 - 1.4.2. ***DUE DATE:*** Friday, January 6, 2023
 - 1.4.3. ***TIME:*** 2:00 PM (CDT) (as Date/Time stamped by the District's e-mail system; Vendor shall allow time for electronic transmission.)
- 1.5. **Email Subject Line and Proposals shall be labeled "Naperville 203 WAN Internet Pricing.xlsx."**
- 1.6. Any proposal received after the time and date stated above will be returned unopened to Vendor.

- 1.7. No Proposal shall be withdrawn after the opening of proposals without the consent of the Chief Procurement Officer for a period of 60 days after the scheduled time of the proposal opening.
- 1.8. Naperville Community Unit School District 203 reserves the right to reject any and all proposals and to waive any informalities, technicalities and irregularities in the bidding.
- 1.9. Vendors shall comply with all provisions and laws of the United States and State of Illinois concerning Public Works projects including but not limited to the Illinois Human Rights Act, and the regulations of the Illinois Human Rights Commission.

2. Proposal Submission Pricing

- 2.1. The District will evaluate all responses to this document based on the following criteria:
 - 2.1.1. Total cost of ownership (this criterion has the highest percentage of the evaluation criteria)
 - 2.1.2. Technical configuration
 - 2.1.3. Provider references
 - 2.1.4. Service and support
 - 2.1.5. Provider implementation plan
- 2.2. Proposals shall be disqualified if they meet the following criteria for disqualification:
 - 2.2.1. Generic hardware purchase list provided, without identifying the specific solution to meet the requirements of this RFP.
 - 2.2.2. Proposal does not address specific hardware requirements of this RFP.
 - 2.2.3. Proposal does not provide technical feature information.
 - 2.2.4. Incomplete proposal.
- 2.3. Any questions on the services requested through this document should be emailed to Craig Williams at cwilliams@clientfirstcg.com no later than 5:00 pm CT, Friday, December 16, 2022. Responses will be posted on the District's Web site the following week.
- 2.4. Electronic proposals should be submitted via Email to Michelle Swope at mswope@naperville203.org not later than 2:00 pm CT, Friday, January 6, 2023.
- 2.5. Vendors shall be prepared to answer questions from the District and Consultant the week of January 8, 2023 and enter into a contract with the District the week of January 15, 2023.
- 2.6. Complete the pricing spreadsheet. ***Naperville 203 WAN Internet Pricing.xlsx***.

3. WAN Services

- 3.1. **Network Locations to PSAC** – Naperville Community Unit School District 203 (District) has a requirement to provide high bandwidth, highly reliable, and resilient Wide Area Network (WAN) links connecting all District locations listed in Table 1.
- 3.2. The District will utilize this RFP to evaluate both their primary and secondary WAN services. The primary WAN will use E-rate funding. The secondary WAN will be considered ineligible for E-rate.
- 3.3. **Term of the Agreement** – The District will evaluate 3-year and 5-year agreements for these WAN services. Proposers are required to provide on-going maintenance, support, and Network Operations Center services throughout the term of the agreement. The agreement will also require five (5) one-year options for renewal at the sole discretion of the District.
- 3.4. The District, at its sole discretion, may select any or all sites for installation in 2023 at the pricing detailed in the pricing spreadsheet, ***Naperville 203 WAN Internet Pricing.xlsx***. The selected bandwidth may vary by site.
- 3.5. The District desires to consider **Leased Lit Fiber Service** connections between its sites.

Leased Lit Fiber Service requires the Service Provider to provide a fully managed service at the level of bandwidth stated by the District over Service Provider owned or controlled fiber. The **Leased Lit Fiber Service** should include all equipment, maintenance of equipment and maintenance and operations of the fiber infrastructure.
- 3.6. **Wide Area Network Locations** - Naperville School District 203 has a requirement for a flexible, high bandwidth, highly reliable, and resilient Wide Area Network (WAN) link between the locations listed in Table 1. The District is seeking pricing on a wide variety of access sizing. Pricing should be listed in the pricing spreadsheet, ***Naperville 203 WAN Internet Pricing.xlsx***.

Table 1 – Network WAN Locations

Note: all facilities are in Naperville, Illinois unless notes otherwise

Location	Address
<i>Administration</i>	
Public Schools Administration Center (PSAC) High Bandwidth Location	203 W. Hillside Road
<i>High Schools</i>	
Naperville North High School (NNHS) High Bandwidth Location	899 N. Mill Street
Naperville Central High School (NCHS) High Bandwidth Location	440 West Aurora Avenue

<i>Junior High Schools</i>	
Jefferson Jr. High School	1525 N. Loomis Street
Lincoln Jr. High School	1320 S. Olympus Drive
Kennedy Jr. High School	2929 Green Trails Drive, Lisle, IL
Washington Jr. High School	201 N. Washington Street
Madison Jr. High School	1000 River Oak Drive
<i>Elementary Schools</i>	
Beebe School	110 E. 11th Avenue
Ellsworth School	145 N Sleigh Street
Elmwood School	1024 Magnolia Lane
Highlands School	525 S. Brainard Street
Kingsley School	2403 Kingsley Drive
Maplebrook School	1630 Warbler Drive
Meadow Glens School	1150 Muirhead Avenue
Mill Street School	1300 N. Mill Street
Naper School	39 S. Eagle Street
Prairie School	500 S. Charles Avenue
Ranch View School	1651 Ranchview Drive
River Woods School	2607 River Woods Drive
Scott School	500 Warwick Drive
Steeple Run School	6S151 Steeple Run Drive
<i>Early Childhood</i>	
Ann Reid Early Childhood Center	1011 South Naper Boulevard
<i>Other locations</i>	
Transportation	605 W. 5 th Avenue
Print Shop/IT - 5 th Avenue	700-722 W. 5 th Avenue

- 3.7. The District has a primary data center at the Public Schools Administration Center (PSAC) located at 203 W. Hillside, and a secondary data center at Naperville North High School, located at 899 N. Mill Street. “Any to any” connectivity is required for all locations.
- 3.8. The network must support up to fifteen VLANs of varying speed within each segment between all locations.
- 3.9. The network will support voice, video, and data transmission and must provide Quality of Service support and priority tag pass through.
- 3.10. Describe the network’s resiliency characteristics if the link from the provider network core to any of the District’s two hubs were to fail.
- 3.11. A Service Level Agreement (SLA) for network availability of at least 99.99%.
- 3.12. The vendor shall state whether the service at these locations can be installed, tested, and accepted by the District within 5 months of contract signing. Provide a discussion of the implementation and testing process, including the latest

possible agreement date from which the provider will guarantee service availability by June 30, 2023.

- 3.13. The WAN must be a turnkey offering. The vendor must provide complete installation of the WAN, including extending the WAN inside District buildings from any entry or demarcation point to the designated District communications room. Vendor will be responsible for all exterior conduit, exterior hand holes, exterior pull boxes, building penetrations, interior conduit, interior pull boxes, cabling supports, computer room racking, fiber enclosures, fiber terminations, telecommunications grounding, firestopping for penetration through walls to deck and floors, weather stopping, testing, and as-built documentation.
 - 3.13.1. Provide interior conduit where length of outdoor fiber cabling exceeds 50 feet.
 - 3.13.2. Provide telecommunications grounding per the requirements of the authority having jurisdiction.
 - 3.13.3. Provide cabling and supports/pathways per TIA/EIA (568 and 569) standards.
- 3.14. **Location Flexibility** – Given the extended term of these agreements, the District has a requirement for location flexibility. The District must be able to add or delete WAN services, at existing or future locations, without penalty or re-installation charges. It is also a requirement that charges for specific bandwidth facilities are standardized across all locations. For example, a 2Gb WAN facility must have the same monthly rate regardless of where it terminates in the District.
- 3.15. **Growth Flexibility** – Given the extended term of this agreement, the District has a requirement for growth flexibility. Describe the process for expansion of bandwidth for all the facilities sizes listed in the Pricing section of this document. Be specific about timing, down-time, and cost of moving to larger access facilities. The District will not extend the period of the initial contract to secure these expanded facilities, nor will the District accept financial penalties for increasing bandwidth.
- 3.16. Describe how the proposed services will be deployed, specifically the process of conversion from the existing to the new network. If new construction of entry facilities or backbone network is required, describe the process to implement the services. Particularly comment on the use of any sub-contractors in the provision of the services
- 3.17. The vendor must provide on-going maintenance and repair of the WAN, on a 7x24x365 basis, for the term of the agreement. Pricing for this service is to be included in the proposed costs detailed in the pricing spreadsheet. **Provide a copy of a sample Maintenance Agreement.** The Maintenance Agreement must include an SLA for a major outage response time not to exceed four-hours. Repeated violation of this SLA will allow the District to cancel the agreement. “Repeated violation” to be defined as 3 or more outages of a least 30 minutes in a 30-day period or 6 outages of at least 30 minutes in any 180-day period. Any violation will allow the District to receive invoice relief commensurate with

impact from service outage. Vendor to provide table of service outage impact and associated invoice relief. The District is interested in a four-hour initial response time. Contractor shall respond whether it can provide this response time.

- 3.18. Provide detail on the timing and method of payment from the District for the WAN services – up-front construction and/or installation costs, annual or monthly payments for service, annual or monthly payment for maintenance and repair, etc. Understand that neither the District nor the vendor can submit invoices for service to USAC prior to July 1, 2023. The District and vendor may submit invoices for one-time installation cost starting January 1, 2023. However, the District would prefer to minimize one-time installation cost.

4. Internet Services

- 4.1. The District also wishes to procure Internet bandwidth that will serve District locations, originating from the PSAC and NNHS. Provide a separate proposal for Internet bandwidth of 6Gb, 8Gb, 10Gb and 12Gb. The District may elect to bundle all service or may purchase the WAN and each Internet connection separately. Provide pricing for 3- and 5-year contract terms. The agreement will also require five (5) one-year options for renewal at the sole discretion of the District.
- 4.2. Provide a Service Level Agreement for network availability of at least 99.99 percent.
- 4.3. Comply with the requirements of section 2.18 for the Maintenance Agreement for Internet Service. **Provide a copy of a sample Maintenance Agreement.**
- 4.4. Provide Optional pricing for Upline Threat Management System or Distributed Denial of Service (DDoS) Defense. The service should provide a proactive and unlimited mitigation response when DDoS attack traffic levels exceed pre-set thresholds of high severity rate and duration.
 - 4.4.1. Provides a robust, all-inclusive information security portal
 - 4.4.2. Notifies via email and/or SMS on critical alerts, advisories, and attacks
 - 4.4.3. Provides anomaly detection, packet scrubbing, traffic analysis and email trap alerts
 - 4.4.4. Includes equipment, monitoring and management
 - 4.4.5. Monitors a specified IP address range
 - 4.4.6. Includes Web portal access for service and status reporting information, including anomaly reporting, historical archival, dark address analysis and status page

5. References

- 5.1. Using the following table, provide at least three references for WAN and Internet services like those being proposed. Preference will be given to references of school districts, higher education customers or public institutions of similar size and complexity

Table 2 – WAN and Internet References

Reference #1	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Description of Comparative System – please be specific	

Reference #2	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Description of Comparative System – please be specific	

Reference #3	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Description of Comparative System – please be specific	

6. General Instructions to Bidders

- 6.1. General – the following General Instructions to Bidders are part of this RFP. See the following corrections and clarifications:
 - 6.1.1. Proposal shall be submitted via email properly marked with the title of the bid, due date, and time.
 - 6.1.2. Since these are proposals, there will not be a formal bid opening.
 - 6.1.3. The terms “bid,” “bids,” “bidders,” and “bidding,” in the General Instructions to Bidders shall be synonymous with “proposal,” “proposals,” “proposers” (or “vendors,” or “responders,” or “contractors”) and “proposing” in the rest of the RFP.
 - 6.1.4. Item 13. Performance: Labor and Material Payment Bonds (construction projects only) and Item 14. Bid Security (construction projects only) do not apply to this RFP, because it is not for a construction project.

See attached for balance of instructions and ensure affidavits on page 10 & 11 of the General Instructions to Bidders are signed and submitted with the bid/RFP.

GENERAL INSTRUCTIONS TO BIDDERS

1. GENERAL

- a. Bid shall be submitted in a sealed envelope properly marked with the title of the bid, date and time of opening.
- b. Bids must be delivered on or before the time scheduled for the bid opening.
- c. All bids shall be made on proper form.
- d. Unsigned or late bids will not be considered.
- e. Naperville Community Unit School District 203 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- f. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the bid.
- g. Correspondence shall be addressed to the Purchasing Agent.
- h. Bids are available for inspection in the business office by appointment after the award of orders.
- i. Oral, telephone, electronic or facsimile transmitted bids will not be accepted.
- j. All items bid shall be new unless otherwise specified.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should bidders find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the purchasing agent who will issue the necessary clarifications to all prospective bidders by means of addenda.

3. FIRM BID

All bids will be considered to be firm for a period of ninety (90) days from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, facsimile or in person within 48 hours prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

- a. The bidder shall furnish such information as may be requested to determine the ability of the bidder to fulfill bid requirements and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid.
- b. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.

6. RESERVATION OF RIGHTS BY THE INSTITUTION

The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the institution. Any such decision shall be considered final.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Illinois Department of Labor. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

9. CONTRACTS

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

10. EQUAL EMPLOYMENT OPPORTUNITY

- a. The contractor will not discriminate against any employee or applicant for employment for any unlawful reason, including age, race, creed, color, sex, national origin or unfavorable discharge from military and will take affirmative action to ensure that employees are treated equally during employment. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contract of, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, nation of origin, unfavorable discharge from the military or any other unlawful reason.
- c. The contractor will furnish all information and reports required Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his/her books, records and account by the contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations and orders.
- d. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contract, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- e. The contractor shall include the provisions of paragraphs **a** through **b** in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Sec. 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

11. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to different bidders or all items to a single bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) an equal or alternate is a satisfactory substitute, (2) an early delivery date is entitled to more consideration than price, (3) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (4) a bidder is not a responsible bidder and should be disregarded and (5) what exceptions or deviations from written specifications will be accepted. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

12. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each bidder shall carefully examine the project site and the contract documents, fully inform themselves of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in their proposal all sums sufficient to provide all work required by the contract documents. After opening of bid, no additional allowance will be made for changes in project scope and/or price due to work that would have been apparent by examination of the documents and sites. By submitting a proposal, each bidder shall be held to represent that they have made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

13. PERFORMANCE: LABOR AND MATERIAL PAYMENT BONDS (**construction projects only**)

Within ten days of the date of the Notice of Award, the successful contractor shall sign a formal contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment bond, each in the full amount of the contract. The bonds shall be in accordance with A.I.A. Document A311. The contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the contractor fully to perform each or all of said duties.

14. BID SECURITY (**construction projects only**)

A Bid Bond or certified check made payable to the institution in the amount of ten percent (10%) of the proposal shall accompany each bid as a guarantee that the bidder, if awarded the contract, will furnish the required Performance and Labor and Material Payment bonds, execute the contract and proceed with the work. Upon failure to do so, the contractor shall forfeit the check or amount of bid bonds as liquidated damages. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle them to a return of the check or bid bond. No bidder may withdraw a bid for a period of 60 days after the date of opening thereof.

The bid bonds or checks will, with the exception of those of the three lowest bidders, be returned seven days after the opening of bids and the remaining checks or bid bonds will be returned when the contract is executed and bonds provided.

15. DELIVERY POINTS

Deliveries shall be made to the following addresses ONLY when “specific” locations are indicated in the bid SPECIFICATIONS.

Elementary Schools

Beebe School
110 E. 11th Street
Naperville, IL 60563

Ellsworth School
145 N. Sleight Street
Naperville, IL 60540

Elmwood School
1024 Magnolia Lane
Naperville, IL 60540

Highlands School
525 S. Brainard Street
Naperville, IL 60540

Meadow Glens School
1150 Muirhead Avenue
Naperville, IL 60565

Mill Street School
1300 N. Mill Street
Naperville, IL 60563

Maplebrook School
1630 Warbler Drive
Naperville, IL 60565

Prairie School
500 S. Charles Street
Naperville, IL 60540

Naper School
39 S. Eagle Street
Naperville, IL 60540

Steeple Run School
6 S. 151 Steeple Run Drive
Naperville, IL 60540

Scott School
500 Warwick Drive
Naperville, IL 60565

Ranch View School
1651 Ranchview Drive
Naperville, IL 60565

River Woods School
2607 River Woods Drive
Naperville, IL 60565

Kingsley School
2403 Kingsley Drive
Naperville, IL 60565

Junior High Schools

Jefferson Junior High
1525 N. Loomis Street
Naperville, IL 60563

Kennedy Junior High
2929 Green Trails Drive
Lisle, IL 60532

Lincoln Junior High
1320 S. Olympus Drive
Naperville, IL 60565

Madison Junior High
1000 River Oaks Drive
Naperville, IL 60565

Washington Junior High
201 N. Washington Street
Naperville, IL 60540

High Schools

Naperville Central High
440 W. Aurora Avenue
Naperville, IL 60540

North High School
899 N. Mill Street
Naperville, IL 60563

Other Locations

Administrative Center
203 W. Hillside Road
Naperville, IL 60540

Stadium Warehouse/Buildings & Grounds
251 W. Hillside Road
Naperville, IL 60540

Pupil Transportation
595 W. Fifth Avenue
Naperville, IL 60563

Ann Reid Early Childhood Center
1011 S Naper Boulevard
Naperville, IL 60540

5th Avenue Campus
708 W. Fifth Avenue
Naperville, IL 60563

5th Avenue Campus
714 W. Fifth Avenue
Naperville, IL 60563

16. INSURANCE (construction and service contracts only)

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the institution.

a. Worker's Compensation Insurance

Coverage A – Illinois Statutory Limits

Coverage B – Employer’s Liability \$500,000 Limit

- b. Automobile Liability Insurance: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned and hired automobiles.
- c. Comprehensive General Liability Insurance Provide the following limits:

Bodily Injury/Property Damage

\$1,000,000 each occurrence

\$1,000,000 in the aggregate

The policy shall include the following coverage

1. Premises/Operations
2. Independent Contractors
3. Products/Completed Operations
4. Contractual Liability Blanket
5. Broad Form Property Damage
6. Personal Injury-Offenses A,B,C, -exclusion C deleted

Contractual Liability coverage, including the “indemnification of Institution and Architect” (hold harmless agreement), must be fully insured under this policy for the liability limits set forth above. In addition, care, custody, and control and XCU exclusions shall be removed from all policies under this contract and suitable coverage provided subject to the approval of the school institution’s insurance counselor.

The contractor is responsible for all claims arising out of sales of products on the premises and injury and/or death caused by the vendor’s delivery vehicles on and immediately adjacent to the premises.

d. Umbrella Liability Insurance

It is required that an umbrella policy be written for minimum of \$2,000,000 for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined above.

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the institution.

With respect to the insurance required herein, the contractor shall provide such insurance naming the institution, the Board of Education and its members individually, and its employees and agents as “additional named insured.” The contractor shall also purchase and maintain such insurance as will protect the institution from and against all claims, damages, loss, and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work

itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the bid award that the Certificate(s) of Insurance shall be submitted to the insurance agent for the institution.

17. TOTAL PRICE FOR ALL ITEMS BID

A total bid dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the bid form before signing and submitting the bid.

18. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members individually, their officers, employees, servants and agents, from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- a. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- b. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

-Caused in whole or in part by an act, error or omissions by the contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

-Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.

-Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

19. LATE BIDS

Bids received after the time specified in the Invitation to Bid will not be considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the institution. The use of institution equipment for transmission of bids is prohibited.

20. CHILD SEX OFFENDER AND MURDERER COMMUNITY NOTIFICATION ACT

Any vendor or contractor is prohibited from bringing to any school building or school property any employee or agent who is a child sex offender or murderer as defined in the child sex offender and murderer community notification law. At least quarterly, the contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses or murder. The contractor shall also provide the district with the name and address of each employee who will perform work on school property and require that the employee submit to a criminal history background investigation.

Any person hired by the district, as well as any person who is an employee of a person or firm holding a contract with the district and who works in a school building or on school property, shall submit to a criminal history background investigation according to state law and district Policy 5:30, hiring process and criteria.

Affidavits to be signed and submitted with bid are on the following two pages.

21. **NON-COLLUSION AFFIDAVIT** (must be signed, notarized and submitted with bid.)

STATE OF ILLINOIS

SS:

_____ COUNTY
(Name of county)

The undersigned bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder or Agent

FOR _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires: _____

Notary Public

22. **CERTIFICATION** (must be signed and submitted with bid.)

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Signature

23. **SEXUAL HARASSMENT CLAUSE** (must be signed and submitted with bid.)

Each bidder must certify that it has complied with the requirement of section 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law.

Signature

24. **CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT** (must be signed and submitted with bid.)

The undersigned bidder or agent, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that (he, she, it) 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 and, further certifies that, (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Signature

25. **VENDOR DESIGNATION** (must be signed and submitted with bid)

In order to comply with subsection C of Section 10-20.40 of the Illinois School code [105 ILCS 5/10-20.40] added by P.A. 95-707, school districts are required to disclose vendors with whom we have entered a contract or purchased goods in the amount of equal to or greater than \$25,000.00. In addition, school districts are required to specify which of the vendors are owned by a person with disabilities, female, minority and/or locally owned.

Please indicate any of the following that apply to your business.

- Owned by a Person with Disabilities
- Female Owned
- Minority Owned
- Locally Owned (within School District 203 boundaries)
- None of the Above

Signature