

Request for Proposals



Naperville Community Unit
School District 203

Network Equipment Upgrade
Due January 6, 2023

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Request for Proposals: Naperville CUSD 203



2023 Network Equipment Upgrade

1. Background

- 1.1. Naperville Community Unit School District 203 (“District”) encompasses approximately 32 square miles of land. The district is located about 28 miles west of Chicago and within DuPage and Will Counties. Its boundaries encompass much of the City of Naperville, parts of the Village of Lisle and single subdivisions lying within the communities of Bolingbrook and Woodridge. In terms of student population size, District 203 is one of the six largest school systems in Illinois, with nearly 17,000 students and over 2,400 employees. The Buildings and Grounds Department maintains more than 2,000,000 square feet of space in 22 schools—an early childhood center, 14 kindergarten through grade five elementary schools, 5 sixth through eighth grade junior high (or middle) schools and 2 ninth through twelfth grade high schools.
- 1.2. The District’s existing WAN connectivity provides 10Gbps of bandwidth to PSAC, Naperville North, and Naperville Central with a minimum of 2Gbps of bandwidth to all other locations. There is a secondary WAN network from another service provider.
- 1.3. Response Requirements
 - 1.3.1. Naperville Community Unit School District 203 is issuing a Request for Proposal (RFP) for a Network Equipment Upgrade within the District. The purpose of the RFP is to solicit proposals from vendors to provide network switch equipment, accessories, and licensing, without installation for District facilities. 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>.
 - 1.3.2. The requested Network Equipment Upgrade will assist the District in providing a secure connected learning environment. Only vendors with an active Service Provider Identification Number (SPIN) number will be considered.
 - 1.3.3. 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.**
 - 1.3.4. **Proposals must be submitted by e-mail to:**

Michelle Swope
Naperville CUSD 203
mswope@Naperville203.org
 - 1.3.5. **Proposals will be received by Naperville Community Unit School District 203 at the date and time stated below:**
 - 1.3.5.1. **Submission Method: Email to Naperville Community Unit School District 203. PROPOSALS MAY NOT BE FAXED**
 - 1.3.5.2. **DUE DATE: Friday, January 6, 2023**
 - 1.3.5.3. **TIME: 2:00 PM (CDT)** (as Date/Time stamped by the District’s e-mail system; Vendor shall allow time for electronic transmission.)

- 1.3.6. **Email Subject Line and Proposals shall be labeled “Naperville CUSD 203 – 2023 Network Equipment Upgrade.”**
 - 1.3.7. Any proposal received after the time and date stated above will be returned unopened to Vendor.
 - 1.3.8. 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.
 - 1.3.9. 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.
 - 1.3.10. 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.
 - 1.3.11. All prices should be F.O.B., Naperville, Illinois.
 - 1.3.12. Submit “Exhibit 1 Naperville CUSD 203 Cat 2 2023 Network Equipment BOM” with pricing as an attachment to the proposal e-mail.
 - 1.3.13. Proposals are to be formatted such that any requested information is provided directly beneath each numbered section in which the information is requested, or in the specific forms provided within this document.
 - 1.3.14. Post-implementation support is an important evaluation criterion. With its proposal response, the Proposer shall provide a written description of its post-implementation support procedures and Service Level Agreements, including response time, contacts, methodology, and escalation.
- 1.4. Questions on this procurement should be directed, in writing, via e-mail to the e-mail address below. Proposers shall list the following subject line in the e-mail: “Naperville CUSD 203 – 2023 Network Equipment Question - [Company Name].”

Aaron Ayala
ClientFirst Consulting Group, LLC
aayala@clientfirstcg.com

- 1.5. The schedule for this procurement is described in the following Table 1:

Table 1

Selection Process Step	Estimated Date(s)
RFP Issued	12/09/22
Date for Questions (questions can continue throughout the 28 days but this date gives the District time to review and publish a response prior to the RFP due date)	12/19/2022, 2:00 p.m. CST
Publish Addendum (with responses to questions, if required)	12/22/2022
Proposal Due Date	1/6/2023, 2:00 p.m. CST
Final Vendor Selection and Contract Negotiations	Week of 1/8/2023
Post Form 471	After 1/16/2023

2. Procurement Information

- 2.1. This document will deal with the procurement of network equipment for the District.
- 2.2. General Requirements

- 2.2.1. The Contractor shall furnish all required material and/or equipment to complete the work as described within the RFP documents and as specified herein for the Owner.
- 2.2.2. The pricing response is to include the furnishing network equipment materials as listed in the Products Section and all associated materials not listed, yet required, for a complete installation.
- 2.2.3. Where trade names, models, or catalog numbers are specified, it shall be understood as indicating the minimum of design and quality desired. The description herein is given for the sole purpose of providing a suitable basis for comparison and not limiting competition. However, if items other than those specified are substituted, the Responder shall so state in his RFP, giving the name of the manufacturer, model, or catalog number, etc., and submit literature thereon to aid the owner in evaluating the submitted item(s). It will be assumed that if no changes are indicated, items will be furnished as specified.
- 2.3. Qualifications of Responder
 - 2.3.1. This RFP is open to all accredited resellers of state-of-the-art LAN equipment solutions. Vendors must be certified by the manufacturer in all hardware and software required by this RFP.
 - 2.3.2. The Contractor shall be licensed to do business in the State of Illinois.
 - 2.3.3. The Contractor shall have worked satisfactorily for a minimum of three (3) years on systems of this type and size.

3. Evaluation Criteria

- 3.1. All proposals will be evaluated using the general evaluation criteria described in the following Table 2:

Table 2

Evaluation Criteria	Max Points
Price of Eligible Products and Services	40
Price of Ineligible Products and Service	10
Compatibility with Existing System	20
Technical Features	15
District's Experience with Vendor	10
Completeness of Proposal	5
Total	100

- 3.1.1. The evaluation process will consist of review and evaluation of proposals received by a team consisting of District personnel and consultants.
- 3.2. Proposals shall be disqualified if they meet the following criteria for disqualification:

Table 2.1 – Criteria for Disqualification of Proposals

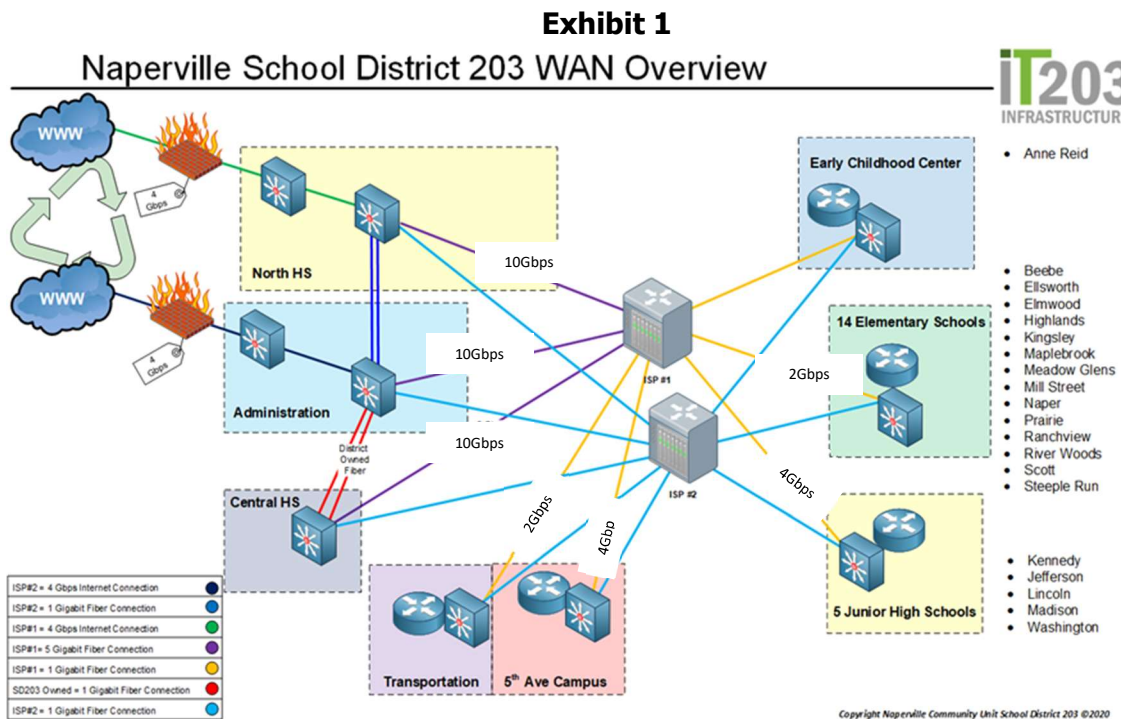
Criteria
Generic hardware purchase list provided, without identifying the specific solution to meet the requirements of this RFP
Proposal does not address specific hardware requirements of this RFP
Proposal does not provide technical feature information
Incomplete proposal

4. Purpose and Scope

- 4.1. The purpose of the RFP is to solicit proposals from vendors for the procurement of network switching equipment to meet infrastructure upgrade needs for the District. The District is seeking to implement extended, secure coverage to all points within the District.
- 4.2. This is a procurement of equipment only and professional services are not required.

5. Current Network Infrastructure

- 5.1. The District currently maintains a Layer 3 WAN utilizing local ISP services. The school LAN is Layer 3 with routing Juniper switches. The minimum intra-building backbone connection speed is 1Gbps. See Exhibit 1 below. There are no network bottlenecks at this time.



Voice-over-IP (VoIP) is enabled with the appropriate prioritization and VLANs throughout the District.

6. Technical Requirements

Please provide a narrative description of your product's ability to comply with each item in this section as appropriate. Each description should refer to the section and item number being addressed.

- 6.1. This Request for Proposal is open to all network equipment suppliers, provided that each supplier and the proposed equipment meet the qualifications outlined in this proposal.
- 6.2. On-Site Testing
 - 6.2.1. The District reserves the right to test the network equipment for one month after installation.
 - 6.2.2. Any hardware, software or firmware upgrades/changes or off-site Vendor consulting time necessary for to assist the District in making the network equipment full operational shall be paid for by the Vendor or manufacturer.
 - 6.2.3. If the District does not accept the functionality of the provided network equipment (for any reason), the District shall uninstall the network equipment and return it in original packaging to the Vendor or manufacturer. If the Vendor or manufacturer cannot provide a substitute product that meets the District's needs, the network equipment contract shall be cancelled.
- 6.3. All equipment should be rack mountable and hardware for rack mounting should be included in the proposal. The proposed switches must meet the following general requirements:
 - 6.3.1. Separate stacking cables in lengths not to exceed one meter (unless noted otherwise in Districts BOM).
 - 6.3.2. Supports up to 10 members in a Virtual Chassis.
 - 6.3.3. Policy-based QoS with bandwidth management and traffic prioritization.
 - 6.3.4. SSH (Secure Shell) and HTTPS support for remote switch access and management.
 - 6.3.5. Layer 3 routing support for the EX4650 switches only.
 - 6.3.6. Support for Virtual Router Redundancy Protocol or equivalent routing redundancy protocol.
 - 6.3.7. Support POE+ (IEEE 802.3at Power over Ethernet) and POE++(IEEE 802.3bt Power over Ethernet)
 - 6.3.8. Multicast support.
 - 6.3.9. Boot P/DHCP IP address support.
 - 6.3.10. Neighbor Discovery
 - 6.3.11. The ability to perform access control policies for network control and security at wire speed.
 - 6.3.12. Link aggregation capabilities and port trunking for Multi-Gig and 10/100/1000Mb ports.
 - 6.3.13. All workstations to be autosensing/negotiation.
 - 6.3.14. Workstation port speed is 10/100/1000Mb and Multi-gig.
- 6.4. Power Requirements
 - 6.4.1. 110VAC Power Supplies
 - 6.4.2. 110VAC, 60 Hz power supplies with standard electrical cord/plug with NEMA 5-15P or 5-20P specifications, not to exceed 20-amp rating.
 - 6.4.3. Support optional redundant power supplies (EX4400 and EX4650 model switches)

6.5. Safety and Emissions Requirements:

The proposed equipment must meet the following safety standards and certifications:

- 6.5.1. UL1950 3rd Edition, electrical safety certification
- 6.5.2. EN60950/IEC 950 - ITE Safety
- 6.5.3. CSA 950 - ITE Safety
- 6.5.4. Compliant with FCC Class A EMI emission standards

6.6. Interfaces

- 6.6.1. Ports support Auto-negotiable multi-gig and 10/100/1000 TX
- 6.6.2. 802.3x flow control on all interfaces.
- 6.6.3. Support for 10Base-T / 100Base -TX / 1000Base – TX interface modules.
- 6.6.4. Support for 10,000Base-X Gigabit interface modules with “pluggable” SFP+ modules.
- 6.6.5. Support dual 100Gbs Stacking Ports (EX4400 and EX4650 Series Switches) and Dual SFP+ uplinks (EX2300 Series Switches)

6.7. Other Features - Layer 2 Features

- 6.7.1. Redundant trunk group (RTG)
- 6.7.2. Uplink detection failure

6.8. VLAN Support

- 6.8.1. Support for a minimum of 256 IEEE 802.1q VLANs.
- 6.8.2. Support for port, protocol, and MAC-based VLANs.
- 6.8.3. Support for VLAN Trunk Protocol (VTP)

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

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

6.11. MAC Addresses - Support for a minimum of 35,000 MAC Addresses.

6.12. Quality of Service (QoS)

- 6.12.1. The proposed equipment must be capable of supporting delay-sensitive applications such as Voice over IP (VoIP) and streaming media applications. The proposed system must support the following features:

- 6.12.1.1. Support twelve class-of-service (COS) queues per port (8 Unicast and 4 multicast).

- 6.12.1.2. Layer 2 and Layer 3 QoS

- 6.12.1.3. Policy-based traffic classification and prioritization based on:

- 6.12.1.3.1. IEEE 802.1p – (COS)
- 6.12.1.3.2. IP Precedence
- 6.12.1.3.3. DiffServ – IP Type of Service
- 6.12.1.3.4. IP source/destination address or subnet
- 6.12.1.3.5. TCP/UDP port or socket number
- 6.12.1.3.6. MAC address
- 6.12.1.3.7. VLAN membership

- 6.12.1.4. The ability to override the incoming Layer 2 (802.1p) and Layer 3 (IP Precedence/DiffServ) values.

6.13. Security - The proposed equipment must have the ability to:

- 6.13.1. Support Secure Shell (SSHv2) and HTTPS for secure access to the management interface.

- 6.13.2. Support RADIUS and TACACS+ to provide authentication security.
- 6.13.3. Microsegmentation Using Group-Based Policy
- 6.13.4. Support Port Security
- 6.14. Device Management - Each device shall be capable of being managed by standards-based management tools over the WAN, including:
 - 6.14.1. SNMPv3 support
 - 6.14.2. RMON support
 - 6.14.3. Port mirroring.

7. Customer Service and Warranty

- 7.1. Please describe the Customer Support Structure, including specific process and procedures. Please include or describe the following, including both product details and cost method (per hour, per day, included with contract, etc.). Also, please indicate the roles of the manufacturer and reseller in each item.
 - 7.1.1. Customer Assistance: support availability, hours, phone or web based, SLA response time, etc.
 - 7.1.2. Escalation Process: Procedure or process for escalating support issues.
 - 7.1.3. On-site support: Options available, SLA for appearance or resolution, location of nearest support technicians
 - 7.1.4. System Failures: Please describe the process for dealing with failures related to faulty units and system maintenance. What would be expected of District personnel as far as specialized skill required or training for component replacement?
 - 7.1.5. Warranty: Please describe the warranty period, and also please include any annual or recurring fees for maintenance support including firmware, software revisions, new versions of OS, etc.
 - 7.1.5.1. Warranties shall take affect at the date of project final completion, which is the date the hardware is installed and tested by the District.
 - 7.1.6. Licensing/Maintenance: Please specify options and requirements for hardware maintenance, software upgrades, and technical support for 5 years 5, including any guaranteed pricing models.
 - 7.1.6.1. Describe whether each proposed licensing/maintenance agreement is for a named group of devices or site licenses. The District prefers site licensing.
 - 7.1.6.2. Licensing/Maintenance shall begin on the date the equipment is installed, not the date it is delivered. Vendor to verify that manufacturer will comply with this requirement.

8. Additional Capabilities / Feature Descriptions

Please describe any features or capabilities not delineated above that would be useful for understanding and evaluation. Note any components that have extra costs associated with them. Examples of such features would include add-on monitoring or security software, remote VPN capabilities, etc. All such descriptions should be based on products that are shipping as of the proposal due date.

- 8.1. All supplied products for this installation shall be new from vendor or distributor stock. Special order products are to be new and shall be scheduled for delivery and installation to meet the final completion dates stated in this RFP.

- 8.2. All software and firmware are required to be normal, production versions, shipping at time of bid submission. No beta software, custom programming, or promised future enhancements will be accepted.
- 8.3. Used or damaged products will not be accepted.
- 8.4. Equipment and materials of the type, for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory.
- 8.5. Where equipment and materials have industry certification, labels, or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.
- 8.6. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.
 - 8.6.1. All materials and equipment shall be delivered new in their original and unopened packaging.

9. Reference and Experience

- 9.1. The District seeks Vendors who are authorized resellers of the proposed networking solution. The successful responder will have experience shipping similar equipment and ability to deliver said equipment to designated sites in the state of Illinois.
 - 9.1.1. The District requires that the winning proposer has two engineers certified in the proposed products. Please include resumes in your response.
- 9.2. Be advised, references are a major element of the customer’s selection criteria.
- 9.3. Provide at least three (3) references of similar shipped systems in the using the table provided below – expanding them as necessary to include all relevant information. The references must be for similar size K-12 or higher education customers with similar environments and end users.
 - 9.3.1. The District would like to see references of at least one (1) implementation that was presented difficulties as a comparative reference of possible difficulties in this RFP implementation.

Reference #1 (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Reference #2 (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Reference #3 (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

10. Proposal Response Pricing

- 10.1. Proposal pricing shall include the total cost of the requested (or equivalent) network equipment.
 - 10.1.1. Please complete spreadsheet “Naperville CUSD 203 FY23 Network Equipment BOM,” a detailed Bill of Material for all equipment proposed including make, model, SKU, unit cost, base proposal price, amount E-rate eligible and amount E-rate ineligible. Attach the spreadsheet with proposal response e-mail.
 - 10.1.2. The proposal shall comply with the requirements of the On-Site Testing section, which allows the District the right to test a portion of the network equipment prior to accepting delivery of all equipment.
 - 10.1.3. Equipment may be shipped for delivery, based on approval, to arrive on or about July 1, 2023. The District shall approve delivery date prior to shipping.
- 10.2. Vendor is expected to fix all prices at the proposed amounts for 12 months from contract execution.
- 10.3. The District reserves the right to increase or decrease the quantity of equipment to be purchased under this RFP. Any additional equipment purchased shall be priced at the proposed in the detailed bill of material provided by the Vendor as a part of their proposal.
- 10.4. Additional Items
 - 10.4.1. Following are item(s) that the Proposer:
 - 10.4.1.1. Considers missing from the design documents and should be furnished and installed for a complete installation; and/or,

- 10.4.1.2. Would like to propose as an alternate to the design. The associated cost or credit is shown. An explanation of the addition and/or alternate is required for consideration of either.
- 10.4.1.3. Missing items. Attach an explanation for evaluation.
- 10.4.1.4. "ADD" \$ _____
- 10.4.1.5. "CREDIT" \$ _____
- 10.4.1.6. Contractor Suggested Alternate to the Design. Attach an explanation for evaluation.
- 10.4.1.7. "ADD" \$ _____
- 10.4.1.8. "CREDIT" \$ _____

10.5. Warranty Acknowledgement

10.5.1. Contractor Warranty

10.5.1.1. Parts - _____ years

10.5.2. Network Switch Manufacturer Warranty

- 10.5.2.1. Enclose sample copy of warranty certificate
- 10.5.2.2. Confirm warranty start date will comply with Paragraph 7.1.5.1:
 Yes _____ No _____

10.6. Authorization

10.6.1. Signature of Authorized Company Representative:

- 10.6.1.1. Name of Authorized Rep. - (Typed): _____
- 10.6.1.2. Signature: _____
- 10.6.1.3. Date: _____
- 10.6.1.4. Employer Identification Number: _____
- 10.6.1.5. Company Name: _____
- 10.6.1.6. Street Address: _____
- 10.6.1.7. City, State, Zip: _____

10.6.2. Notarization:

- 10.6.3. My being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.
- 10.6.4. Subscribed and sworn before me this ____ day of _____, 20__
- 10.6.5. Notary Public:

- 10.6.5.1. (Signature) _____
- 10.6.5.2. (Printed Name) _____
- 10.6.5.3. My Commission expires: _____
(Notary Seal)

11. General Instructions to Bidders

- 11.1. General – the following General Instructions to Bidders are part of this RFP. See the following corrections and clarifications:
- a. Proposal shall be submitted via e-mail properly marked with the title of the bid, due date, and time.
 - b. Since these are proposals, there will not be a formal bid opening.
 - c. 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.
 - d. 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