

Request for Proposals



Naperville Community Unit
School District 203

Firewall Replacement

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Request for Proposals: Naperville CUSD 203



Firewall Replacement

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 18,000 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. General information about the District can be found on the District’s website at: <https://www.Naperville203.org>
- 1.2. The District’s existing WAN connectivity provides 10Gbps of bandwidth to PSAC, Naperville North, and Naperville Central with a minimum of 3Gbps of bandwidth to all other locations. There is secondary WAN network from another service provider.
- 1.3. The District may leverage E-Rate funding, Category Two, for financial assistance in the procurement of this Firewall equipment.
 - 1.3.1. The firewall equipment and services included herein may be procured with or without E-Rate funding.
 - 1.3.2. Only vendors with an active Service Provider Identification Number (SPIN) number will be considered.
- 1.4. Response Requirements
 - 1.4.1. Proposals must be submitted to the District by the Proposal Due Date listed in Table 1. The date and time of receipt shall be the time that the District’s e-mail system receives the e-mail with the proposal. Vendor shall allow time for electronic transmission.
 - 1.4.2. Proposals must be submitted to:

Tracey LaFlamme
Naperville CUSD 203
tlafamme@Naperville203.org
 - 1.4.3. Proposals shall be labeled “Naperville CUSD 203 – Network Equipment Upgrade.”
 - 1.4.4. All prices should be F.O.B., Naperville, Illinois.
 - 1.4.5. Submit “Appendix A NAPERVILLE 203 Firewall BOM” with pricing as an attachment to the proposal e-mail.
 - 1.4.6. PROPOSALS MAY NOT BE FAXED.

- 1.4.7. 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.
- 1.4.8. 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.
- 1.5. 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 – Firewall Question - [Company Name].”

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

- 1.6. The schedule for this procurement is as follows in Table 1:

Table 1

Selection Process Step	Estimated Date(s)
Issue of 470 and Release of the <i>Request for Proposals</i> (RFP)	2/16/2021
Final Date for Vendors to Submit 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)	3/2/2021, 2:00 p.m. CST
Date for Publishing Answers to Vendors’ Questions	3/5/2021
Proposal Due Date	3/16/2021, 2:00 p.m. CST
Final Vendor Selection/Estimated Approval/Contract	Week Ending 3/19/2021
Implementation Start	On or about July 2021

2. Procurement Information

- 2.1. This document will deal with the procurement of next generation firewall with high availability for Naperville 203 Community Unit School District.
- 2.2. Proposers can respond with the Palo Alto models listed or equivalent.
- 2.3. Proposed solution should include maintenance, licensing, and support for this procurement.
- 2.4. The proposed equipment must be configured to provide the quantities detailed in attachment “Appendix A NAPERVILLE 203 Firewall BOM”.
- 2.5. Please complete “Appendix A NAPERVILLE 203 Firewall BOM” by entering UNIT COST and E-rate DISCOUNT % as appropriate. If vendor pricing formula is different, then enter the UNIT COST AND DISCOUNT % directly into the spreadsheet.
 - 2.5.1. Itemized Bill of Material and Pricing must be separated by E-Rate eligibility and ineligibility.
- 2.6. Definitions
 - 2.6.1. Throughout this document the terms “Specifications”, “Request for Proposal (RFP)” are used interchangeably and are intended to be inclusive of the written and illustrated portions of this Request for Proposal, unless noted otherwise.

- 2.6.2. Throughout this document the terms “Owner” and “District,” and NAPERVILLE 203” are used interchangeably and indicate the owner of the firewall equipment, Naperville 203 Community Unit School District.
- 2.6.3. The term “Vendor”, “Proposer”, “Responder” and “Contractor” are used interchangeably and indicate the contractor responsible for procurement, inventory and delivery of the local area network equipment.
- 2.6.4. The term Consultant, Designer or Engineer is intended to mean the firm and its employees that designed the local area network equipment bill of material, its drawings, and these specifications.
- 2.6.5. The terms “Proposal” and “Quotation” are used interchangeably and are intended to mean the pricing quotation submitted in response to this Request for Proposal.
- 2.7. The Contractor shall furnish and install all necessary material and/or equipment, including, optionally, professional services (per Alternate 3), required to complete the work as shown in RFP documents and as specified herein for the Owner.
- 2.8. The Contractor or subcontractor warrants that he is familiar with and he shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.
 - 2.8.1. Whenever required, the contractor or subcontractor shall furnish the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.
- 2.9. Qualifications of Responder
 - 2.9.1. The contractor shall have experienced and certified personnel for the proposed solution. The Contractor shall be licensed to do business in the State of Illinois.
 - 2.9.2. The Responder may be requested, prior to award of contract, to submit written evidence of financial position, and current commitments. Refer to the Terms and Conditions for additional requirements.
 - 2.9.3. The Owner may make such further investigations of contractors as he deems necessary to determine the ability of the contractor to perform the work and the contractor shall furnish to the Owner all such data for this purpose as the Owner may request. The Owner reserves the right to reject any RFP if the evidence submitted, or investigation of such contractor, fails to satisfy the Owner that such contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated.
 - 2.9.4. The contractor shall have worked satisfactorily for a minimum of three (3) years of installing and configuring firewall solutions of this type and size.
 - 2.9.5. If the use of subcontractors is approved they shall assume all rights and obligations toward the contractor that the contractor assumes toward the Owner.
- 2.10. Submission of Pricing Proposal - By submitting a response, the Contractor affirms that it has had ample time and opportunity to review and understand the requirements for furnishing and installing the specified Next Generation High Availability Firewall Solution and has included hardware, software, and subscriptions required for the complete system in its RFP response.

2.11. Coordination

- 2.11.1. The Contractor is to coordinate its activities with the Owner’s Project Manager on the project and attend project management meetings as directed.
- 2.11.2. Prior to the project kick-off meeting, the successful Contractor in consultation with the Owner’s Project Manager (PM) is to prepare and furnish to the Owner’s PM a detailed installation schedule of events for the firewall equipment procurement and delivery. The schedule is to indicate daily work of the project. This schedule will be utilized to track the progress and status of the project. Once agreed to and submitted, any deviation to this schedule must be approved by the OWNER’s PM. The schedule must comply fully with the completion dates included in the Contract Documents, unless modified by issuance of an Addendum.
- 2.11.3. The preparation and agreement to a delivery schedule is to be coordinated between the Contractor and the OWNER’s PM.

3. Evaluation Criteria

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

Table 2 – Evaluation Criteria

Criteria	Percentage
Cost of Eligible Services	25%
Cost of Ineligible Services	20%
Design and Technical Features	20%
References (Manufacturer and Vendor)	15%
Post-implementation/Ongoing Support	15%
Compatibility with Existing Firewall Instruction Set	5%

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
Proposal does not provide references
Incomplete proposal

3.3. The evaluation process will consist of review and evaluation of proposals received by a team consisting of District personnel and advisers as needed.

- 3.3.1. Cost of both E-rate eligible products and services and ineligible cost shall be determined by the total cost over 5 years, including all equipment, warranty and support and subscriptions. Costs shall be divided between E-rate eligible products and services costs and ineligible costs.

3.4. Such criteria are to be used as a guideline only and shall not operate as a waiver of the Owner’s right to choose the proposal it deems to be in the Owner’s best interests.

The Owner reserves the right to adjust its evaluation criteria as it deems fit at any time.

4. Purpose and Scope

- 4.1. The purpose of the Request for Proposal (RFP) is to solicit proposals from vendors to provide Next Generation Firewall solution for NAPERVILLE 203.
- 4.2. The District is seeking to procure this firewall solution, necessary software licenses, and system maintenance.
- 4.3. The proposed firewall solution shall be comprised of 4 Next Generation Firewalls, to be configured in high availability pairs, with 1-year subscriptions to services that provide threat prevention, URL filtering, advanced malware protection (like Wildfire), and secure VPN tunneling service. Additional requirements listed in *Technical Requirements* section.
 - 4.3.1. Alternate 1 – 3-Year Licensing/Support: Provide 3-year subscriptions for services instead of 1-year subscriptions.
 - 4.3.2. Alternate 2 – 5-Year Licensing/Support: Provide 5-year subscriptions for services instead of 1-year subscriptions.
 - 4.3.3. Alternate 3 – Configuration, Implementation, and Migration Services: Provide the cost for services to migrate from the existing Palo Alto 3250 firewalls. Attach a description of proposed scope of services.

5. Project Management and Implementation:

- 5.1. The District project manager will develop an overall procurement schedule.
- 5.2. The winning Vendor will coordinate the delivery of the proposed equipment with the District.
 - 5.2.1. Equipment may be shipped for delivery, based on approval, to arrive on or about July 1, 2021. The District shall approve delivery date prior to shipping.
- 5.3. 5.3. The District will be responsible for:
 - 5.3.1. Rack space
 - 5.3.2. Reliable power outlets
 - 5.3.3. Existing Firewall configurations
 - 5.3.4. IP addresses for new equipment
- 5.4. The Vendor will be responsible for:
 - 5.4.1. Coordination of returns with the manufacturer.
 - 5.4.2. Returns may be for any reason (damaged equipment, dead-on-arrival, or other).
 - 5.4.3. The vendor is responsible for insurance of equipment until it is delivered and signed for by District personnel.
 - 5.4.4. All products, hardware, and software should be shipping and current as of the proposal due date.

6. Technical Requirements

- 6.1. Support at least 37 gigabits per second (Gbps) firewall throughput (HTTP/appmix) as measured with App-ID and logging enabled, utilizing 64 KB HTTP/appmix transactions.
- 6.2. Support at least 19.5 Gbps of Threat Prevention throughput (HTTP/appmix) as measured with App-ID, IPS, antivirus, anti-spyware, WildFire, file blocking, and logging enabled, utilizing 64 KB HTTP/appmix transactions.

- 6.3. Support at least 19 Gbps of IPsec VPN throughput as measured with 64 KB HTTP transactions and logging enabled.
- 6.4. The proposed firewalls must allow policy rule creation for:
 - 6.4.1. Application identification, user identification, threat prevention, Uniform Resource Locator (URL) filtering, traffic management Quality of Service (QoS) per policy and scheduling in a single unified rule and not in multiple data-entry locations in the management console.
- 6.5. The proposed firewalls shall have the hardened Operating System (OS) and built as a firewall appliance (i.e. not on generic server hardware) and shall handle traffic in a single pass stream-based manner with all features turned on.
- 6.6. It shall be optimized for layer 7 application level content processing and have special Application-Specific Integrated Circuit (ASIC) to handle signature matching and processing in a single pass parallel processing architecture.
- 6.7. The proposed firewalls shall be administered locally on the appliance without additional management or logging software.
- 6.8. The proposed firewall shall have modern malware protection that identifies unknown malicious files by directly and automatically executing them in a virtual cloud-based environment to expose malicious behavior even if the malware has never been seen in the wild before without the need for additional hardware.
- 6.9. The proposed firewalls must have ICSA Labs certification or similar.
- 6.10. Operation Mode
 - 6.10.1 The proposed firewalls shall support policy-based Network Address Translation (NAT) and Port Address Translation (PAT) and able to operate in routing/NAT mode.
 - 6.10.2 The proposed firewalls shall support Denial of Service (DoS) and fragmented packet Transmission Control Protocol (TCP) reassembly, brute force attack, "SYN cookie", "IP spoofing" and malformed packet protection.
 - 6.10.3 The proposed firewalls shall support transparent and tap mode within the appliance.
 - 6.10.1. The proposed firewalls shall support 802.1Q Virtual Local Area Networks (VLANs) tagging (in tap, transparent, layer 2 and layer 3).
 - 6.10.2. The proposed firewalls shall support dual IPv4 and IPv6 stacks application control and threat inspection support in tap mode, transparent mode, layer 2 and layer 3.
 - 6.10.3. The proposed firewalls shall support standards-based link aggregation (IEEE 802.3ad) to achieve higher bandwidth.
 - 6.10.4. The proposed firewalls shall support logical Ethernet sub-interfaces tagged and untagged.
 - 6.10.5. The proposed firewalls shall support static, Routing Information Protocol version 2 (RIPv2), Open Shortest Path First (OSPF) and Border Gateway Protocol version 4 (BGPv4) routing protocols.
 - 6.10.6. The proposed firewalls shall support policy-based forwarding based on zone, source or destination address, source or destination port, application and Active Directory (AD)/ Lightweight Directory Access Protocol (LDAP).
- 6.11. High Availability (HA)
 - 6.11.1. The proposed firewalls overall solution shall be available in High Availability Configuration.
 - 6.11.2. The proposed firewalls solution shall support active/active and active/passive HA configuration.

- 6.11.3. The proposed firewall solution shall be capable of detecting link and path failure in addition to device failure.
 - 6.11.4. The proposed firewall solution shall be capable of supporting encryption of HA heartbeat and control traffic.
 - 6.11.5. The proposed firewalls shall synchronize all sessions, decryption certificates, all VPN security associations, all threat and application signatures, all configuration changes and Forwarding Information Base (FIB) tables for HA.
- 6.12. Policy Based Controls
- 6.12.1. The proposed firewalls shall support:
 - 6.12.1.1. Policy control by port and/or protocol
 - 6.12.1.2. Policy control based on application or application category
 - 6.12.1.3. Policy control based on user or user group
 - 6.12.1.4. Policy control based on IP address
 - 6.12.1.5. Policy control by country code
 - 6.12.1.6. Per policy Secure Shell (SSH) and SSL decryption and inspection
- 6.13. Application Security Policy
- 6.10.4 The proposed firewalls shall support network traffic classification, which identifies applications across all ports irrespective of port/protocol/evasive tactics.
 - 6.10.5 The proposed firewalls shall have multiple mechanisms for classifying applications and application identification technology based upon Intrusion Prevention System (IPS) or deep packet inspection.
 - 6.10.6 The proposed firewalls shall include a searchable list of currently identified applications with explanation and links to external sites for further clarification.
 - 6.10.7 The proposed firewalls shall allow dynamic updates of the application database (DB) and not require a service restart or reboot.
 - 6.10.8 The proposed firewalls shall warn the end-user with a customizable page when the application is blocked.
 - 6.10.9 The proposed firewalls shall support user-identification allowing AD, LDAP, or users to access a particular application, while denying others.
- 6.14. URL filtering
- 6.10.10 The proposed firewalls shall support URL filtering/categorization and have database stored locally on the appliance.
 - 6.10.11 The proposed firewalls shall support logs populated with end user activity reports for site monitoring within the local firewall.
 - 6.10.12 The proposed firewalls shall support URL filtering policies by AD/LDAP user, user group, machines and IP address/range.
- 6.15. Logging
- 6.10.13 The proposed firewalls shall support the automatic archival of user activity logs to an external network storage device.
- 6.16. Threat prevention
- 6.10.14 The proposed firewalls shall support IPS features on the proposed firewall appliance and antivirus and anti-spyware.
 - 6.10.15 The proposed firewalls shall perform stream-based antivirus and anti-spyware and not store-and-forward traffic inspection.

- 6.10.16 The proposed firewalls shall block known network and application-layer vulnerability exploits.
- 6.10.17 The proposed firewalls shall support dynamic IP lists from online sources (e.g. FireHOL) to be used in security policies.
- 6.17. Data Filtering
 - 6.10.18 The proposed firewalls shall support file identification by signature and not file extensions.
 - 6.10.19 The proposed firewalls shall unpack zipped file for packet inspection.
- 6.18. User Identification
 - 6.10.20 The proposed firewalls shall support authentication services for AD, LDAP, Kerberos and client certificate. They shall also support Microsoft PKI certificate infrastructure.
 - 6.10.21 The proposed firewalls shall support the creation of security policy based on AD Users and Groups in addition to source/destination IP.
 - 6.10.22 The proposed firewalls shall support user identification in policy without installing an agent on individual endpoints.
 - 6.10.23 The proposed firewalls shall populate and correlate all logs with user identity (traffic, IPS, URL, data, etc.) without any additional products or modules in real-time.
- 6.19. SSL/SSH Decryption
 - 6.10.24 The proposed firewalls shall be able to identify, decrypt and evaluate SSL/SSH traffic in an outbound and inbound connection.
 - 6.10.25 The proposed firewalls shall allow for the creation of policies which allow for the specification of which traffic is decrypted.
 - 6.10.26 The proposed firewalls shall be able to decrypt in tap, transparent, layer 2 and layer 3 modes.
- 6.20. Malware Prevention
 - 6.10.27 The proposed firewalls shall support automated signature generation for discovered malware.
 - 6.10.28 The proposed firewalls shall support in-line control of malware infection and command/control traffic.
- 6.21. Mobile Security
 - 6.10.29 The proposed solution shall support secure VPN, URL filtering, and logging of computing devices in use outside of the District network.
 - 6.10.30 Provide simultaneous support for 21,000 mobile clients (students and staff) over the District's wired and wireless network.
 - 6.10.31 The proposed solution's mobile VPN client must support the following capabilities:
 - 6.21.1.1. Enforce the requirement of a secure VPN connection on a computer and prohibit network/Internet connections unless a secure connection has been made.
 - 6.21.1.2. Allow for single sign on using the currently logged on user's credentials to establish a connection. On a Windows 10 computer, this would mean that a user need only to log onto Windows 10 and not need to enter their credentials a second time for the mobile VPN client.
 - 6.21.1.3. Allow for the centralized management of connection properties, including the FQDN of the secure portal.

6.22. Additional Hardware Specifications

6.10.32 Physical Interfaces:

6.10.32.1 The proposed firewall solutions must support at least four 40Gbps/100Gbps QSFP+/QSFP28 traffic ports per device.

6.10.32.2 The proposed firewall solutions must support at least sixteen 10Gbps SFP+ traffic ports per device.

6.10.32.3 The proposed firewall solutions must support at least sixteen 1Gbps capable traffic ports per device.

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.

7.2. Customer Assistance: support availability, hours, phone, or web based, SLA response time, etc.

7.3. Escalation Process: Procedure or process for escalating support issues.

7.4. On-site support: Options available, SLA for appearance or resolution, location of nearest support technicians

7.5. 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?

7.6. 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.

7.6.1. Warranties shall take affect at the date of project final completion, which is the date the final punch list is accepted.

7.7. Licensing/Maintenance: Please specify options and requirements for hardware maintenance, software upgrades, and technical support in 1 year and 5-year increments, including any guaranteed pricing models.

7.7.1. Describe whether each proposed licensing/maintenance agreement is for a named group of devices or site licenses. The District prefers site licensing.

7.7.2. 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

8.1. 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 bid due date.

8.2. 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.

8.3. All software and firmware is to be normal, production versions, shipping at time of bid submission. No beta software, custom programming, or promised future enhancements will be accepted.

8.4. Used or damaged products will not be accepted.

- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. All materials and equipment shall be delivered new in their original and unopened packaging.

9. General Requirements

- 9.1. 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.
- 9.2. Successful Responder must submit separate invoice for each purchase order. Information on that invoice shall cover only that one purchase order.
- 9.3. The Owner reserves the right to return any merchandise that does not comply with the specifications and conditions at the supplier's expense.
- 9.4. The quantities of items stated in the RFP specifications, including the quantities stated in any alternates, are intended as a reasonable estimate of the district's anticipated needs for the purposes of this RFP only. Such quantities may not be construed as a promise or Owner reserves the right to increase or decrease quantities requested on the RFP and all alternates in the event that the district's actual needs differ from the estimates stated herein.
- 9.5. The Owner, in determining the responsibility of any Responder, may take into account other factors in addition to financial responsibility, such as past records of transactions with the Responder, experience, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competence, skills, efficiency, facilities, resources and location of the Responder as related to prompt reply to service needs, parts pickup, and ease of communications. The Responder shall, if and upon the district's request, supply such information as current auditor's financial statement, insurance certification and any other necessary information to allow the District to determine the Responders' qualifications and responsibility.
- 9.6. The Owner reserves the right to reject any or all proposals.
- 9.7. If you choose not to submit a proposal, please return this information stating reason(s) you are not responding. Failure to respond to this request may result in removal of your Company's name from the Responders list.
- 9.8. Reminder - Double Check for enclosures and signatures.
- 9.9. All pricing will be honored through the expiration of the 2021 E-Rate period. If the vendor will not hold pricing, the proposal will be rejected. The vendor must indicate if pricing will be maintained as requested.

10. Reference and Experience

10.1. 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.

10.1.1. The District requires that the winning proposer has two engineers certified in the proposed products. Please include resumes in your response.

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

10.3. 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. References from projects in Illinois, Indiana, or Wisconsin are preferred.

10.3.1. The District would like to see references of at least (1) implementation that was presented difficulties as a comparative reference of possible difficulties in this RFP implementation.

10.3.2. Reference 1

Reference (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	

10.3.3. Reference 2

Reference (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	

10.3.4. Reference 3

Reference (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	
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11. Proposal Response Pricing

- 11.1. Proposal pricing shall include the total cost of the requested (or equivalent) network equipment.
 - 11.1.1. Please complete spreadsheet “Appendix A Naperville CUSD 203 Firewall 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. Quantities shall be separated and subtotaled by location.
 - 11.1.2. The proposal shall comply with the requirements of the *On-Site Testing* section, which allows the District to test a portion of the network equipment prior to accepting delivery of all equipment.
- 11.2. Vendor is expected to fix all prices at the proposed amounts for 12 months from contract execution.
- 11.3. 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 cost in the detailed bill of material provided by the Vendor as a part of their proposal.
- 11.4. Note: Itemized Bill of Material and Pricing must be separated by E-Rate eligibility and ineligibility.
- 11.5. Additional Items
 - 11.5.1. Following are item(s) that the Proposer:
 - 11.5.1.1. Considers missing from the design documents and should be furnished and installed for a complete installation; and/or,
 - 11.5.1.2. 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.
 - 11.5.2. Missing items. Attach an explanation for evaluation.
 - 11.5.2.1. "ADD" \$
 - 11.5.2.2. "CREDIT" \$
 - 11.5.3. Contractor Suggested Alternate to the Design. Attach an explanation for evaluation.
 - 11.5.3.1. "ADD" \$
 - 11.5.3.2. "CREDIT" \$
- 11.6. Warranty Acknowledgement
 - 11.6.1. Contractor Warranty
 - 11.6.1.1. Parts - _____ years
 - 11.6.2. Network Switch Manufacturer Warranty
 - 11.6.2.1. Enclose sample copy of warranty certificate

12. Proposal

- 12.1. Acknowledgements
 - 12.1.1. By submission of this Proposal, the Proposer certifies that:

- 12.1.1.1. The supplier has verified prices and the conditions of this Proposal. That this Proposal has been reviewed and accepted by all appropriate parties constituting this offer.
- 12.1.1.2. The individual signing this Proposal certifies that he/she is a legal agent of the Proposer and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.
- 12.1.1.3. The Proposer will pay, and require each subcontractor to pay, not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed, and not less than general prevailing rate of hourly wages for legal holidays and overtime work. This applies to work would qualify for prevailing wages.

12.1.2. COMPLETION TIME

- 12.1.2.1. The Owner will not be responsible to the Contractor for additional costs incurred by the Contractor in meeting completion dates for performing the work of the Specifications including work performed on evenings, weekends, or holidays.
- 12.1.2.2. The Contractor is expected to work on the project according to a schedule developed by the Owner's PM and the contractor.
- 12.1.2.3. The Contractor may request, by written notice to the Owner PM, access to the project areas before the normal work day begins and on weekends. The Owner will make a reasonable attempt to grant such access.

- 12.1.3. **FINAL COMPLETION DATE** - The undersigned agrees to complete all work described in the Specifications and correct any defective or incorrect items identified by the Owner PM Punch List, in less than three months following the agreement on final design. Punch List will be delivered to the Contractor after completion is reached.

12.2. SUBCONTRACTORS

- 12.2.1. List all subcontractors required to complete this project along with the portion of the project they will be responsible for:
 - 12.2.1.1. Subcontractor #1
 - 12.2.1.2. Company Name:
 - 12.2.1.3. Company Address:
 - 12.2.1.4. Portion of work to be performed by this subcontractor:

13. Signature of Authorized Company Representative:

- 13.1. Name of Authorized Rep. - (Typed): _____
- 13.2. Signature: _____
- 13.3. Date: _____
- 13.4. Employer Identification Number: _____
- 13.5. Company Name: _____
- 13.6. Street Address: _____
- 13.7. City, State, Zip: _____
- 13.7.1. Notarization:
- 13.8. My being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.
- 13.9. Subscribed and sworn before me this ____ day of _____, 20__
- 13.10. Notary Public:

- a. (Signature) _____
- b. (Printed Name) _____
- c. My Commission expires: _____
(Notary Seal)

14. General Instructions to Bidders

14.1. General

- 14.1.1. Bid proposals shall be submitted by e-mail, properly marked with the title of the bid, date and time of opening.
- 14.1.2. Bids must be delivered on or before the time scheduled for the bid opening.
- 14.1.3. All bids shall be made on proper form.
- 14.1.4. Unsigned or late bids will not be considered.
- 14.1.5. Naperville Community Unit School District 203 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- 14.1.6. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the bid.
- 14.1.7. Correspondence shall be addressed to the Purchasing Agent.
- 14.1.8. Bids are available for inspection in the business office by appointment after the award of orders.
- 14.1.9. Oral, telephone, electronic or facsimile transmitted bids will not be accepted.
- 14.1.10. All items bid shall be new unless otherwise specified.

14.2. 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.

14.3. 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.

14.4. 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 submission of proposals.

14.5. Investigation of Bidders

- 14.5.1. 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.

14.6. 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.

14.7. 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.

14.8. 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.

14.9. Signature Constitutes Acceptance – The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

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

14.11. 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.

14.11.1. 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..

14.12. 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.

- 14.13. 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.
- 14.14. Performance Labor and Material Payment Bonds (construction projects only)
 - 14.14.1. 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.
 - 14.14.2. 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.
- 14.15. Bid Security (construction projects only)
 - 14.15.1. 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.
 - 14.15.2. 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.

DELIVERY POINTS - Deliveries shall be made to the following addresses ONLY when "specific" locations are indicated in the bid SPECIFICATIONS.

Naperville CUSD 203
5th Avenue Campus
716 West 5th Avenue
Naperville, IL 60563

14.16. INSURANCE (construction and service contracts only)

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

14.17.1. Worker's Compensation Insurance

14.17.1.1. Coverage A - Illinois Statutory Limits

14.17.1.2. Coverage B - Employer's Liability \$500,000 Limit

14.17.2. 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.

14.17.3. Comprehensive General Liability Insurance Provide the following limits:

14.17.3.1. Bodily Injury/Property Damage

a. \$1,000,000 each occurrence

b. \$1,000,000 in the aggregate

c. The policy shall include the following coverage

14.17.3.1.1. Premises/Operations

14.17.3.1.2. Independent Contractors

14.17.3.1.3. Products/Completed Operations

14.17.3.1.4. Contractual Liability Blanket

14.17.3.1.5. Broad Form Property Damage

14.17.3.1.6. Personal Injury-Offenses A,B,C, exclusion C deleted

a. 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.

b. 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.

14.17.4. Umbrella Liability Insurance

14.17.4.1. 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.

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

14.17.4.3. 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.

14.17.4.4. 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.

14.18. 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.

14.19. Hold Harmless and Indemnification

14.19.1. 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:

14.19.1.1. 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.

14.19.1.2. 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:

- a. 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.
- b. 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.
- c. 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.

14.20. 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.

14.21. Child Sex Offender and Murderer Community Notification Act

14.21.1. 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.

- 14.21.2. 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 three pages.

**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 _____, 202__

My commission expires: _____

Notary Public

**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

**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

**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 (III. 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.

**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