

REQUEST FOR PROPOSALS Security Camera System (Multiple Locations)

Introduction

Sealed proposals marked "Herrin CUSD #4 – Multiple Locations – Security Camera Systems" must be received before 12:00 P.M (noon), February 3, 2023 at the Herrin CUSD #4 Unit Office located at 500 North Tenth Street, Herrin, IL 62948. It is understood that this is not a competitive bid, but rather a request for proposals for Security Camera Systems for five sites. Herrin CUSD #4 is not obligated to make a purchase based on or resulting from this Request for Proposals, but if it does make a purchase, it reserves the right to continue negotiations with one or more vendors submitting proposals.

All questions should be directed to Nathaniel Wilson, Superintendent, Herrin CUSD #4 at (618) 988-8024 or by email nathaniel.wilson@herrinschools.org.

General Information

The District is looking to implement a scalable Security Camera Systems to address issues related to safety and security at the following five locations:

- North Side Primary Center 601 North 17th Street, Herrin, IL 62948
- Herrin Elementary School 5200 West Herrin Road, Herrin, IL 62948
- Herrin Junior High School 700 South 14th Street, Herrin, IL 62948
- Herrin High School 700 North 10th Street, Herrin, IL 62948
- Herrin CUSD #4 Unit Office 500 North 10th Street, Herrin, IL 62948

		<u>Schedule</u>
1.	Post Request for Proposals on web	01/06/2023
2.	Site Visits (all locations)	01/17/2023
3.	Deadline for Submission of Quote	02/03/2023
4.	Review of Quotes	Ongoing
5.	Purchase Decision *	02/16/2023
6.	Implementation/Deployment *	02/28/2023

* Purchase and implementation/deployment contingent upon approval from the Board of Education and/or District administration.

Herrin CUSD #4 reserves the right to negotiate all elements, which comprise the vendor's quote to ensure that the best possible consideration be afforded to all concerned. Herrin CUSD #4 further reserves the right to reject any and all quotes, award separate items, and to seek new quotes or modify quotes when such action would be deemed in the best interest of Herrin CUSD #4.

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Overview

Unless otherwise noted, public openings will be on the date and time specified. Proposals will be open to public inspection after the contract has been awarded.

Revisions to this proposal may be made by an official written amendment issued by the superintendent.

All proposals must be received by the receptionist at the location specified in Section 2.d. All proposals must be stamped in by the Herrin CUSD #4 Unit Office prior to the stated opening time. Proposals not so stamped shall be considered late. Late proposals may be rejected.

Proposal prices and terms shall be firm for ninety days from the date of proposal opening.

Herrin CUSD #4 is exempt from Federal Excise and Illinois State Sales tax. Our tax-exempt number is E99923998 and our FEIN is 37-0857505.

1.0 GENERAL INFORMATION

a. Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Security Camera Systems for the locations previously identified. The District intends to use the results of this solicitation to award a contract for Security Camera Systems.

b. Scope of the Project

i. Project Description

Herrin CUSD #4 is accepting proposals from qualified firms interested in providing a Security Camera System for each of the five sites listed below:

- North Side Primary Center
- Herrin Elementary School
- Herrin Junior High School
- Herrin High School
- Herrin CUSD #4 Unit Office

Core Requirements:

- Exported image and video must use non-proprietary file formats and comply with industry standards
- Exported video and images must be date and time stamped
- System must have dual power supplies
- System video must be available from web browser, Android-based system, iOS-based system. Pure HTML preferred. All software requirements must be listed (e.g. Java, Silverlight, etc...)
- Systems must be stand-alone. All data is to be stored locally at the individual school location and data storage is to be included in the proposal
- All system components must have a warranty of at least three (3) years
- Service provider will be responsible for removal and replacement of any system components that need to be replaced and are covered under that warranty
- Data storage must be scalable
- Storage must be able to present no less than 30 days of recording with additional cameras added
- System must be able to expand the number of cameras by no less than 25% of the total number of cameras at the school currently
- Service provider must be able to provide contact response 24/7, 365 days/year
- Service provider must be able to be on-site within two (2) hours of being contacted by Herrin CUSD #4

ii. Objective

The objective of this RFP to facilitate Herrin CUSD #4's acquisition of multiple security camera systems for our buildings that works effectively within the District's technical/work environment and is scalable to permit growth in numbers of cameras, users and data storage.

iii. Needs

• See list of mandatory requirements in Section 4.e

c. Request for Proposal Process

This document is a Request for Proposal. It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards which measure how well a vendor's approach meets the desired requirements and needs of the District. The District reserves the right to not award or to reject all proposals.

d. Procuring and Contracting Department/Division

This Request for Proposal (RFP) is issued by the Herrin CUSD #4 Unit Office, which is the sole point of contact for the District during the selection process. The person responsible for managing the procurement process is Nathaniel Wilson, Superintendent.

Any contract(s) resulting from this RFP will have technical contacts of Nathaniel Wilson, Superintendent

e. Definitions

- i. The following definitions are used throughout the RFP
 - "District" or "Herrin CUSD #4" means Herrin Community Unit School District #4
 - Proposer or vendor means a firm submitting a proposal in response to this RFP
 - Contractor means proposer awarded the contract.
 - RFP means Request for Proposal

f. Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by phone or Email (preferred) on or before January 13, 2023 to:

Nathaniel Wilson Superintendent Herrin CUSD #4 500 North 10th Street Herrin, IL 62948 Email: nathaniel.wilson@herrinschools.org Phone: (618) 988-8024

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP DOCUMENT at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

g. Vendor Conference/Site Visits

A vendor conference with facility walkthroughs for all four locations is scheduled for Tuesday, January 17, 2023 beginning at 9:00 AM at Herrin High School. Due to the number of locations, vendor requests for individual walkthroughs cannot be accommodated.

h. Reasonable Accommodations

The District will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Unit Office at (618) 988-8024.

i. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the District. In the event that the District finds it necessary to make any material changes in any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for minor changes in the estimated dates and times.

DATE

EVENT

- 01/06/2023 Date of issue of the RFP
- 01/17/2023 Site Visits
- 01/27/2023 Last day for submitting written inquiries
- 02/03/2023 Proposals due from vendors (noon deadline)
- 02/17/2023 Notification of intent to award sent to vendor

j. Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for 3 years from that date, with an option by mutual agreement of the District and contractor, to renew for additional contract periods unless amended, canceled or rebid.

2.0 PREPARING AND SUBMITTING A PROPOSAL

a. General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be grounds for rejecting a proposal.

b. Proprietary Information

- All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form.
- To the extent permitted by law and as provided for in 5 ILCS 140/7(1)(h), it is the intention of the District to withhold the contents of proposals from public view until such times as in the opinion of the District competitive or bargaining reasons no longer require non-disclosure.

c. Incurring Costs

The District is not liable for any cost incurred by proposers in replying to this RFP.

d. Submitting the Proposal

Proposers must submit an original (identified as such) and 3 copies of all materials required for acceptance of their proposal by 12:00 pm (Chicago local time), February 3, 2023 to:

Nathaniel Wilson Superintendent Herrin CUSD #4 Unit Office 500 North 10th Street Herrin, IL 62948 Email: nathaniel.wilson@herrinschools.org Phone: (618) 988-8024

No proposal opening will be held. No further information will be available until a contract award is made or all proposals are rejected.

Proposals must be received in the above office by the specified time stated above. All proposals must be stamped in by the District by the stated time. Proposals not so stamped will not be accepted. For purposes of this RFP, receipt of a proposal by the District's mail system by the deadline does not necessarily constitute receipt of a proposal by the District's Unit Office.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- The words "Herrin CUSD #4 Multiple Locations Security Camera Systems"
- Proposal due date

e. Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Cover page (see Section 4.a)
- Response to general requirements (see Sections 4.b, 4.c and 4.d of this RFP)
 - Organizational capabilities
 - Staff qualifications
 - References
- Response to Training (See Section 4.f of this RFP)
- Response to Other Considerations (See Section 4.g of this RFP)
- Cost proposal (See Section 5 of this RFP) broken down by location
- Required forms (See Section 7 of this RFP)
 - Attachment A Vendor Information
 - Attachment B Vendor Reference
 - Attachment C Designation of Confidential and Proprietary Information
 - Attachment D Requirements Checklist
 - Attachment E Cost Summary Page
 - Attachment F Camera Coverage Maps
 - Attachment G Certificate Of Eligibility To Contract
 - Attachment H Certificate Of Compliance With A Drug-Free Work Place Act
 - Attachment I Certificate Of Non Discrimination

• Attachment J Certificate Regarding Sexual Harassment Policy

f. Multiple Proposals

Multiple proposals from a vendor will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

g. Oral Presentations and Site Visits

Top scoring vendors based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposals if requested by the District. The District will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct an interview or permit a site-visit on the date scheduled may result in rejection of the vendor's proposal.

h. Demonstrations

Top-scoring vendor(s) may be required to install and demonstrate its product(s) and/or service(s) at a District site. Product(s) being demonstrated must be delivered to the District and ready for the demonstration as published within the Calendar of Events in Section 1.i. The District will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within these time constraints may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the District's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the District. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those which will be furnished if a contract results.

i. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal at any time up to the proposal closing date and time. To accomplish this, a written request to withdraw the proposal must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

a. Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements from Section 3.0 are met. Failure to meet mandatory requirements may result in the proposal being rejected. In the event that vendors do not meet one or more of the mandatory requirements, the District, solely at its own discretion, reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

b. Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. The team may review references, request interviews, and conduct an on-site visit and use the results in scoring the proposals.

c. Right to Reject Proposals and Negotiate Contract Terms

The District reserves the right to reject any and all proposals and to waive minor irregularities and technicalities. The judgment of the District on such matters shall be final. The District further retains the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected proposer, the District may negotiate a contract with the next highest evaluated proposer.

d. Award and Final Offers

The District may recommend awarding to a vendor. Alternatively, two or three of the vendors with the lowest total scores may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked in the same manner described above to determine the vendor with the lowest total score.

4.0 GENERAL PROPOSAL REQUIREMENTS

a. Cover Page

Complete Attachment A regarding Vendor Contact Information.

b. Organization Capabilities

On a separate sheet, describe the firm's experience and capabilities in providing similar services to those required in this RFP. Be specific and identify projects, dates, and results. The Proposer must have three (3) or more years of recent and relevant experience providing Security Camera Systems similar in scope and complexity to the application described in this RFP.

c. Staff Qualifications

Provide information describing the educational and professional experiences for each of the key staff who would be assigned to the project.

d. Proposer References

Using Attachment B, proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references may be used in scoring the written proposals.

e. Mandatory Requirements

Using Attachment D, proposers must use a checklist to verify their product's features. Where elaboration is appropriate, providers should provide an attachment labeled "Attachment D: Elaboration on Mandatory Requirements" and identify items by number, following which elaboration on product features or considerations can be made.

f. Training

The Proposer shall provide complete training at the following levels (should be elaborated in the proposal):

- system administrator
- full user with image exporting capabilities
- basic user

The training program shall be customized to the needs of each user type. On a separate sheet, describe your training program including but not limited to onsite training, print documentation, follow-up training after initial training, web-based training available, maximum number of participants at on-site training, and onsite support during start-up. Provide sample pages and/or a sample chapter from a training manual you would use. Note any additional training available to the District beyond what is included in the proposal and any costs associated with such additional training.

g. Other Considerations

- On a separate sheet, the Proposer shall describe the installation process. In addition, the Proposer shall describe support services provided during and after system installation and procedures for software upgrades and patches.
- In this section the Proposer shall detail any additional components or services you feel might be advantageous to Herrin CUSD #4. Fully describe each item and its benefit to Herrin CUSD #4.

5.0 COST PROPOSAL

a. Initial Implementation

Using Attachment E, proposers shall provide a description of initial implementation options, if different products or modules are relevant depending on types of functions available, the numbers of full-users, viewers/ searchers of documents or the numbers of concurrent users. Implementation costs must be categorized into the following areas:

- Licensing
- Hardware/Hosting
- Training
- Ongoing Support and Maintenance

b. Scalable Implementation

- Using Attachment E, proposers shall provide implementation costs associated with various user estimates. If user types or number thresholds or licensing models are not relevant for a product, proposers should provide additional implementation cost options for Herrin CUSD #4's evaluation that are relevant (e.g. camera-based licensing vs user-based).
- **NOTE 1:** All proposals must break down costs by site. Attachment E "Cost Summary" should reflect the total price of the project.

NOTE 2: The DISTRICT reserves the right to pull one or more schools from the project.

c. Service Level

Using Attachment E, provide the costs of service level options and describe the terms and level of support that will be provided, including fees, hours of service, type of support (telephone, remote access, etc.), expected return/reply time, on-site support, etc.

d. Maintenance

Using Attachment E, provide the costs of maintenance of software, and separately, hardware, if relevant, and include a description of software updates included in an original purchase and cost of future updates. Proposers agree that annual cost increases for year 3 and 4 will not exceed 3% per year.

e. Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.

6.0 SPECIAL CONTRACT TERMS AND CONDITIONS

- a. Trial Performance and Acceptance Criteria
- The trial performance and acceptance period shall begin on the first day of acceptance testing and shall end when the system has met the standard of performance of 30 (thirty) consecutive days operation as set forth in this section with an equipment availability level of 90 percent or more. In addition all equipment included in the system shall operate in conformance with the manufacturer's published specifications.
- In the event the system does not meet the standard of performance during the initial 30 (thirty) consecutive calendar days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of 30 (thirty) consecutive days.
- If the system fails to meet the standard of performance after 60 (sixty) calendar days from the commencement of the performance period, Herrin CUSD #4 shall have the option of terminating this contract, requesting replacement equipment or continuing the performance period on a day-by-day basis.
- If Herrin CUSD #4 determines that the termination of the contract is warranted, the Proposer shall remove the system at no cost Herrin CUSD #4. Herrin CUSD #4's option to terminate this contract will remain in effect until such time as a successful standard of performance is attained, or until it is determined that the system fails to perform in accordance with the RFP specifications.
- During the performance acceptance period, a variety of tests will be performed to test the operation and performance of the proposed system.
- If the system successfully completes acceptance testing prior to the acceptance date specified in the contract, the acceptance date shall be changed accordingly.

b. Prime contractor and minority business subcontractors

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

c. Hold Harmless

In submitting a proposal, Contractor understands that the District and its representatives will determine which proposal is accepted. Contractor waives any right to claim damages of any nature, whatsoever, based on the selection process or any communications associated with the selection of the successful contractor. All completed proposals and supporting documentation submitted shall be the property of Herrin CUSD #4.

d. Additional Terms

- The District reserves the right to incorporate additional standard contract provisions into any contract negotiated with any proposal submitted responding to this RFP. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.
- The District shall not be bound by any terms and conditions included in any proposer's proposal, packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation or resultant contract. If the proposer objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated in the proposal on a separate page entitled "Objection to Term or Condition."
- If the objection is accepted by the District, it will be stated in any resultant contract. If not stated in the contract the terms and conditions shall remain as written in the RFP.

e. Termination of contract

Herrin CUSD #4 may terminate the contract at any time at its sole discretion by delivering 5 days written notice to the contractor. Upon termination, the District's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the District. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the District within 48 hours/days of said termination, all payments made hereunder by the District to the contractor for work not completed or not accepted by the District. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 5 days prior to said termination.

7.0 REQUIRED FORMS

The following documents and forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

- Cover Sheet
- Attachment A Vendor Information
- Attachment B Vendor Reference
- Attachment C Designation of Confidential and Proprietary Information (optional)
- Attachment D Requirements Checklist
- Attachment E Cost Summary Page
 - Must include site level breakdown of costs
- Attachment F Camera Coverage Map
- Attachment G Certificate Of Eligibility To Contract
- Attachment H Certificate Of Compliance With A Drug-Free Work Place Act
- Attachment I Certificate Of Non Discrimination
- Attachment J Certificate Regarding Sexual Harassment Policy

Herrin CUSD #4 STANDARD TERMS AND CONDITIONS (NON-CONSTRUCTION)

- 1. **GENERAL**: "Herrin CUSD #4" and "District" are synonymous and mean Herrin Community Unit School District #4. Herrin CUSD #4 reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of the District. Herrin CUSD #4 reserves the right to reject any or all bids/proposals without indicating a reason for such rejection.
- 2. **TAX EXEMPTION**: Herrin CUSD #4 is exempt from the payment of Federal Excise Tax and State Sales Tax. Herrin CUSD #4's tax-exempt number is E99923998.
- 3. **PRICING AND DISCOUNTS**: Herrin CUSD #4 qualifies for governmental and educational discounts. Unit prices shall reflect these discounts. Unit prices shall govern in the bid/proposal evaluation and contract administration.
- 4. SPECIFICATIONS: All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Any reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. When specific manufacturer and model numbers are shown, they are used to establish a design, type of construction, quality, functional capability and/or performance level desired. Herrin CUSD #4 reserves the right to determine whether an alternate offer is equivalent to and meets the standard of quality indicated by the brand name referenced. When alternates are bid/proposed, they shall be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Herrin CUSD #4 shall be the sole judge of equivalency.
- 5. **CHANGES AND WITHDRAWALS**: Herrin CUSD #4 reserves the right to change due dates and openings for its own convenience and to withdraw solicitations at any time without prior notice.
- 6. **APPLICABLE LAW**: This contract shall be governed under the laws of the State of Illinois.
- 7. **ASSIGNMENT**: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without prior written consent of Herrin CUSD #4.
- 8. **HOLD HARMLESS**: Contractor agrees to indemnify, hold harmless and defend Herrin CUSD #4, members of its Board of Education, officers, employees, students, teachers, agents, successors and assigns thereof against all suits, actions, legal proceedings, claims and demands, and against all personal injuries and property damages, losses, costs, expenses and attorney's fees, in any manner caused by, arising from, incident to, connected with any acts, omissions or failures to perform under this or any resultant agreement which are attributed to the Contractor, its officials,

employees, agents, successors or assigns.

- PUBLIC RECORDS ACCESS: It is the intention of Herrin CUSD #4 to maintain an open and public process in the solicitation, submission, review and approval of procurement activities. Bid/proposal openings are public unless otherwise stated. Records are not generally available until after an award has been made.
- 10. **INSURANCE RESPONSIBILITY**: The contractor performing services for Herrin CUSD #4 shall:

Maintain worker's compensation insurance as required by law for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claims(s) that might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

Herrin CUSD #4 reserves the right to require higher or lower limits where warranted. All insurance required by this contract shall be maintained during the entire length of the contract.

- 11. **OFFENDER REGISTRY**: If any employee or agent of the contractor will have any contact, direct or indirect, with a student, this provision applies. The contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by Herrin CUSD #4 due to a conviction of a crime listed in 105 ILCS 5/1—219, or who is listed in the Statewide Sex Offender Registry or the Statewide Violent Offender Again Youth Database. The contractor shall obtain a finger-print based criminal history records check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the contractor shall check if an employee or agent is listed on the Statewide Sex Offender Registry or the Statewide Statewide Sex Offender Registry or agent is listed on the Statewide Sex Offender Registry or the Statewide Sex Offender Registry or the Statewide Statewide Sex Offender Registry or the Statewide Sex Offender Sex Offen
- 12. **CANCELLATION**: Herrin CUSD #4 reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions and specifications of this contract.

Herrin CUSD #4 also reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- 13. **SAFETY REQUIREMENTS**: All materials, equipment, and supplies provided to Herrin CUSD #4 must comply fully with all safety requirements as set forth by applicable state and federal laws, and all applicable OSHA Standards.
- 14. **MATERIAL SAFETY DATA SHEETS**: If any items(s) on order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy to Unit Office, Herrin CUSD #4, 500 North 10th Street, Herrin, IL 62948.
- 15. **RESPONSIVENESS AND RESPONSIBILITY**: Award will be made to the responsible and responsive bidder whose bid is most advantageous to Herrin CUSD #4 with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

Herrin CUSD #4 reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to Herrin CUSD #4, or has failed to perform faithfully any previous contract with Herrin CUSD #4. If requested, the bidder must present within five (5) working days evidence satisfactory to Herrin CUSD #4 of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

- 16. WARRANTY: Unless otherwise required equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for at least one year from the date of receipt. Equipment manufacturer's standard warranty shall apply as a minimum and shall be honored by the Contractor.
- 17. **QUANTITIES**: The quantities shown on this request are based on estimated needs. Herrin CUSD #4 reserves the right to increase or decrease quantities to meet actual needs.
- 18. **QUALITY**: Unless indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without the prior written consent of Herrin CUSD #4.
- 19. **AWARD CRITERIA**: In comparing bids and making awards, Herrin CUSD #4 may consider such factors as relative quality and adaptability of supplies and services, the bidder's financial

responsibility, skill, experience, record or integrity, ability to furnish repairs and maintenance services, the time of delivery or performance offered, contract compliance requirements, and any other element or factor in addition to that of the price which would affect the final cost to Herrin CUSD #4 and whether the bidder has complied with the specifications.

- 20. **COMPLIANCE WITH LAW**: The successful bidder shall at all times observe and comply with all laws, ordinances, regulations or codes of the Federal, State, County and other local government agencies.
- 21. **PREVAILING WAGES**: The successful bidder shall comply with all state laws relating to prevailing wages.
- 22. **SEVERABILITY**: Should any article, section, or clause of this document resultant contract be declared invalid by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this document to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the document.
- 23. ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special conditions are stated elsewhere in the request; in such cases, the special conditions shall apply. Further, the written contract and/or order with referenced parts and attachments including these Standard Terms and Conditions shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by Herrin CUSD #4.

ATTACHMENT A

VENDOR INFORMATION

1.	Proposing Company Name				
	Telephone			Fax	
	Address:				
	City:				
	Federal Employee Identification N	Number (FEIN):			
2.	Contact Person in the event the	re are questions at	oout your propos	sal	
	Name:		Title:		
	Telephone:				
	Address:				
	City:	State:		Zip + Four:	
3.	Implementation Contact Person	l			
	Name:		Title:		
	Telephone:				
	Address:				
	City:	State:		Zip + Four:	
4.	Mailing address where District can contact concerning orders a		ontracts are to b	e mailed and person the Departme	nt
	Name:		Title:		
	Telephone:				
	Address:				
	City:	State:		Zip + Four:	

ATTACHMENT B

VENDOR REFERENCES

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name:		
Address:		
Telephone:	Contact Person:	
Product(s) and/or Service(s) Used:		
_		
Company Name:		
Address:		
Telephone:	Contact Person:	
Product(s) and/or Service(s) Used:		
_		
Company Name:		
Address:		
Telephone:	Contact Person:	
Product(s) and/or Service(s) Used:		
Company Name:		
Address:		
Telephone:		
Product(s) and/or Service(s) Used:		
_		
Company Name:		
Address:		
Telephone:	Contact Person:	
Product(s) and/or Service(s) Used:		

ATTACHMENT C

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted on ______ in response to Herrin CUSD #4's Security Camera System proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in the Illinois Trade Secrets Act, Public Act 85-366. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval or as required by law. Attach additional sheets if needed.

<u>Prices and this page always become public information when proposals are opened, and therefore cannot be kept confidential.</u>

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in 765 ILCS 1065/2 as follows: "Trade secret" means information, including but not limited to, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, that:

- 1. is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and
- 2. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

We request that the following pages not be released:

Section Page Number Topic

In the event of a lawful request that requires the District to release records containing information of a type described as confidential and proprietary herein, the District will endeavor to notify the undersigned of its intent to comply as well as the manner in which compliance will occur. Such release shall not be considered a breach of this agreement.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The District considers other markings of confidential in the proposal document to be insufficient. The undersigned agree(s) to hold the District harmless for any damages arising out of the release of any material lawfully required to be released or material not specifically identified above.

Signature-Authorized Representative

Company Name

Print Name-Authorized Representative

Date

ATTACHMENT D

REQUIREMENTS CHECKLIST

Use this checklist to indicate if your product has each feature listed below by checking the cell for "Yes" or "No" at the left of each numbered feature. Where elaboration is appropriate, providers should provide an attachment labeled, "Attachment D: Elaboration on Mandatory Requirements" and identify items by number, following which elaboration on product features or considerations can be made.

Yes	No		
Gen	eral F	Featu	res: The system must:
		1.	Video coverage meets or exceeds identified areas on map
		2.	System is an on premise solution that includes hardware, software, uninterrupted power
			supplies (UPS), Raid-based hardware, and rack mounts if needed
Secu	rity (Came	era Considerations: Does the recommended system:
		3.	Are all cameras Power over Ethernet - PoE (preferred)
	4. System provides an advanced graphical user interface for both PC and Android/iOS apps allowing for easy viewing, storage, searching and retrieval, and processing of security video and images <i>(if differences between PC client and app elaborate where appropriate in proposal)</i>		
			System permits active monitoring to computers, apps and displays
Sear	ching	g Crit	teria: The system must be able to:
		6.	System allows for search on date ranges
		7.	Systems allows users to save search results for later reference
Stor	age C	riter	ia: The system must be able to:
		8.	System storage is sufficient for 30 days of video storage
		9.	System storage is scalable
		10	Proposed system has RAID array for redundancy
Syst	em A	rchit	ecture & System Criteria: The system must:
		11.	System hardware is non-proprietary
		12	System can co-exist within the existing technology infrastructure
	13. System is rack-mountable		
		14	System provides backup for power failures (UPS for major components)
		15	System has on-line context sensitive help
Secu	rity (Crite	ria: The system must be able to:
		16	Admin can assign privileges and rights to multiple user groups and/or individual users
		17	Admin can associate users with one or more user groups

ATTACHMENT E

COST SUMMARY

User Access Licensees

Provide a cost summary user licensing

	Users with viewing rights	Users with export rights	Special Considerations	cost:*
Quantity	U			

* includes software and relevant licensing

If different products or modules are relevant depending on types of functions available, numbers of full-users, viewers/ searchers of documents or the numbers of concurrent users, proposers may provide additional implementation options on attached sheet(s) labeled, "Attachment E: Initial Implementation: Options"

Service Level

Provide costs associated with the following service level options:

support options:	cost:
24/7 support	
8/5 support	
labor, as needed; same day response	
labor, as needed; within 48 hours response	

Proposers should describe the terms of service that will be provided, including any other fees, hours of service or type of support (telephone, remote access, etc.), expected return/reply time, on-site support, etc. on attached sheet(s) labeled, "Attachment E: Service Level: Options"

Software Maintenance

Provide software maintenance costs in the following table:

support options:	cost:	
Year 1		
Year 2		
Year 3		not to exceed 3% over Year 2
Year 4		not to exceed 3% over Year 3

Include a description of software updates included in the original purchase and costs of future updates on an attached sheet(s) labeled, "Attachment E: Software Maintenance"

Hardware Maintenance (if appropriate)

Provide hardware maintenance costs for and hardware products which must be purchased from the proposer to work with their EDMS solution, within the following table:

support options:	cost:	
Year 1		
Year 2		
Year 3		not to exceed 3% over Year 2
Year 4		not to exceed 3% over Year 3

Replicate this table for any separate hardware components that must be purchased from the proposer on an attached sheet(s) labeled, "Attachment E: Hardware Maintenance"

ATTACHMENT F

CAMERA COVERAGE MAPS (INTERIOR AND EXTERIOR)

- North Side Primary Center 601 North 17th Street, Herrin, IL 62948
- Herrin Elementary School 5200 West Herrin Road, Herrin, IL 62948
- Herrin Junior High School 700 South 14th Street, Herrin, IL 62948
- Herrin High School 700 North 10th Street, Herrin, Illinois 62948
- Herrin CUSD #4 Unit Office 500 North Tenth Street, Herrin, IL 6248

ALL SITE MAPS ARE IN SEPARATE ATTACHMENTS

ATTACHMENT G

CERTIFICATE OF ELIGIBILITY TO CONTRACT

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

NAME OF BUSINESS

1. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the *Illinois Criminal Code of 1961*, 720 ILCS 5/33E -1 *et seq.*, as amended;

2. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the *Illinois Criminal Code of 1961*, as amended;

3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or

Have made an admission of guilt of any of the above conduct which is a matter of record.
 Furthermore, I certify that I, my partners, officers or owners of ______

_____ and its affiliates have and will continue to collect and remit

NAME OF BUSINESS

Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 et seq.

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

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 20___.

ATTACHMENT H

CERTIFICATE OF COMPLIANCE WITH A DRUG-FREE WORK PLACE ACT

I, _____, as an authorized agent, do hereby certify that (check appropriate box):

NAME OF BUSINESS

Has 25 or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq., shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug*

 performance of work under the contract of comparison

 Free Workplace Act. I further certify that

 NAME OF BUSINESS

is not ineligible for award contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Has less than 25 employees and shall provide a drug free workplace for all employees engaged in the performance of work under the contract.

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

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 20____.

ATTACHMENT I

CERTIFICATE OF NON DISCRIMINATION

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

NAME OF BUSINESS

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

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

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 20____.

ATTACHMENT J

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

I, _____, as an authorized agent, do hereby certify that _____, does hereby certify pursuant to

Section 2-105 of the NAME OF BUSINESS

Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 20____.