

Harvard CUSD 50 Telecommunications System

Request for Proposals

RFP Release Date – August 1, 2022

RFP Due Date - September 2, 2022

August 1, 2022

REQUEST FOR PROPOSALS for a Telecommunications System

Dear Vendors:

Harvard CUSD 50 is currently accepting proposals for a new Unified Communications Solution. The District may award the contract to a single contractor for the entire system. Specifications and RFP documents are available at the District.

Harvard CUSD 50 401 N. Division Street Harvard, IL 60033

Proposal instructions are contained in the *Request for Proposals* (RFP) document. Please provide the requested information in the prescribed written format. Failure to comply with the prescribed format may result in disqualification.

Questions: All pre-submittal questions must be sent via emailed to the District at phonesystemrfp@cusd50.org and must be received by 3:00 p.m. August 10, 2022. Questions received after this deadline will not be accepted.

Any contact or attempt to contact any other employees of the District that could be interpreted as being made for the purpose of securing privileged information or advantages in the bid process will result in the immediate disqualification of the Respondent.

- **Proposal Delivery:** Vendors are solely responsible for ensuring timely receipt of their responses in accordance with the Schedule of Events table.
 - Email completed responses on Due Date as outlined within the Schedule of Events table to:

phonesystemrfp@cusd50.org (1) electronic copy

• Requests for extension of the submission date will not be granted unless deemed in the best interests of the District. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

Thank you for your participation. We look forward to reviewing your proposal.

Sincerely,

Harvard CUSD 50

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1. Background and Objectives

1.1. Project Background

Harvard Community Unit School District 50 proudly serves the children of the greater Harvard area. The district educates more than 2,700 students ranging from pre-kindergarten to 12th grade. Harvard CUSD 50 features a dual language program, one-to-one computing, advanced building trades curriculum, modern STEM classes, a high school business incubator, and yearly summer camps. The community of Harvard has supported public education since 1859 and is located in McHenry County, seven miles south of the Illinois/Wisconsin border.

The District's wide area network connects 7 buildings with carrier provided 10Gb ethernet fiber, with the exception of the Maintenance Garage which is connected to Harvard High School via District-owned fiber. It is the District's intent to obtain a new telecommunications system that will continue to allow direct connectivity and enhanced communications.

Harvard CUSD 50 currently has Cisco Unified Communications system serving all District locations. The District has determined that the majority of the existing system is end-of-life, obsolete and no longer supported. This hardware and software obsolescence requires the District to upgrade the existing systems or replace with new products.

The District would like a new telecommunications system that uses VoIP technology. The District intends to use best practices approach to the deployment of VoIP and integrate voice and data onto the same data network.

1.2. Objective

The objective of Harvard CUSD 50 is to acquire a new or upgraded telecommunications system to serve the staff and administrative operations of the District.

This document contains the system specifications and the requested format for vendor proposals. If additional features or equipment are believed to be appropriate for the District's operations, please quote them as options and include supporting justification and cost detail.

The District reserves the right to the following:

- Accept the proposal that is, in its sole judgment, the best and most favorable to the interests of the District;
- To reject the low price proposal;
- To accept any item of any proposal;
- To reject any and all proposals;
- To waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.

1.3. Purpose

This information was developed in a format to facilitate the preparation of responses to this Request for Proposals (RFP) and the subsequent evaluation of those responses.

Because there are several vendors who provide the type of systems the District needs, it is the District's desire to meet our future telecommunications needs through this competitive selection process. The requirements noted in this RFP are designed to assist in the selection of the vendor that best meets the District's needs.

To address this issue, the District has decided to obtain proposals from qualified telecommunications system dealers to provide proposals for new systems. The District is open to upgrades, new premise based systems and cloud based solutions. There is no preference for a premise or hosted/cloud-based solution; the decision will be based on the best fit based on this RFP's requirements and financial feasibility. Vendors may bid each option if capable of delivering both solutions.

Vendors can propose an upgrade/update to the existing Cisco system if there is a reasonable upgrade approach. Vendors proposing an upgrade that assumes the use of any existing Cisco hardware, software or phones must provide detailed information regarding the specific equipment that will be reused/retained.

This RFP document describes the requirements of Harvard CUSD 50 for an IP-based telecommunication system. All features/functions discussed in this RFP shall be provided in the proposed solution unless specifically noted. The proposed IP telecommunications system shall support all the required call processing, voice, and unified messaging, system services, management, and administrative feature requirements stated in the RFP.

This RFP is intended to provide a standard base from which to evaluate alternatives for the telecommunications system and to allow the Respondent flexibility in proposing the most appropriate and cost-effective system.

It is the responsibility of the Respondents to address all aspects of this RFP.

2. Proposal Instructions

This section outlines the information that must be included in the Proposal. Vendors should review this list to ensure that their Proposals include all requested information prior to submission.

2.1. General Process and Schedule

During the selection process, the District will review the submitted proposals and systems. Using subsequent interviews, demonstrations, reference checks, and site visits, the District will then pick a final preferred vendor. The District will negotiate final pricing and terms and conditions with the preferred vendor. The following is the current estimated schedule, as defined by the District, and can be changed at its discretion:

Estimated Selection Process Step	Date(s)
Release and Issuance of the Request for Proposals (RFP)	August 1, 2022
Final Date for Vendors to Submit Questions	August 10, 2022
Date for Publishing Answers to Vendors' Questions	August 12, 2022
Proposals Due	September 2, 2022
Vendor Demonstration Meetings (if applicable)	September 2022
Final Vendor Selection	September 2022
Estimated Approval	October, 2022
Implementation Start (May through August)	To be Determined

Table 1 – Estimated Selection Schedule

2.2. General Proposal Instructions and Due Dates

- 2.2.1. **Questions**: All questions should be emailed to phonesystemrfp@cusd50.org. Questions must be received no later than 3:00 p.m. CST, August 10, 2022. Questions received after this deadline will not be accepted.
- 2.2.2. **Answers** to submitted questions will be published via email on August 12, 2022 will be provided to all vendors that have confirmed their intent to propose.
- 2.2.3. **Proposal Delivery**: Vendors are solely responsible for ensuring timely receipt of their responses in accordance with the Schedule of Events table.

Email completed responses on Due Date as outlined within the Schedule of Events table to -

phonesystemrfp@cusd50.org (1) electronic copy

2.2.4. Requests for extension of the submission date will not be granted unless deemed in the best interests of the District. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

2.3. Proposal Format

2.3.1. The proposal should follow the same outline as this Section of the RFP. Thus, each numbered section starting at the beginning should have an appropriate

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- response such as **"read and understood and included"** or the pertinent information requested.
- 2.3.2. The proposer should address each point listed in the document directly below the numbered point. In this way, the District will be able to discuss the specific information requested and review the specific response without a cumbersome matching process. This includes all sections and points in this RFP.
- 2.3.3. Please include a Table of Contents at the beginning of the proposal clearly outlining the contents of each section.
- 2.3.4. Please provide the following sections, at a minimum:
 - Understanding of Project Objectives
 - Response to Telecom System Specifications
 - Disclosures and Contractual Requirements
 - Appendices
 - All proposals must be signed by a duly authorized official representing the vendor
- 2.3.5. Only written communication from the District may be considered binding. The District reserves the right to terminate the selection process at any time and to reject any or all proposals. The contract will be awarded to the vendor whose overall proposal best meets the requirements of the District.
- 2.3.6. The District shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.
- 2.3.7. The contents of each vendor's proposal to the District, including technical specifications for hardware and software and software maintenance fees, shall remain valid for a minimum of 90 calendar days from the Proposal due date.
- 2.3.8. Vendors should provide copies of all sample contracts for application software and software support. Please note that all contracts are subject to negotiation.
- 2.3.9. Harvard CUSD 50 will require the vendor selected to agree to include the contents of this Request for Proposals and all representations, warranties, and commitments in the Proposal and related correspondences as contractual obligations when developing final written contracts for services, equipment, and software.

2.4. Evaluation Criteria

- 2.4.1. All proposals will be evaluated using the following general evaluation Criteria:
 - Complied with format complete proposal and letter of introduction
 - · Overall system design and adherence to RFP
 - Installation procedures and personnel installation timeframe system testing/turn-up
 - System training after sale support warranty, maintenance, upgrades
 - Similar projects references company experience

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- Pricing
- 2.4.2. Please list each location separately in your proposal showing proposed equipment and costs
- 2.4.3. The evaluation process will consist of review and evaluation of proposals received by a team consisting of District personnel and consultants. The proposal will be awarded based on the overall proposal and in the best interests of the District.
- 2.4.4. Prices should be shown for each line item.
- 2.4.5. Project Cost will be evaluated based on initial purchase and installation price and total cost of ownership over five years.

2.5. General Instructions

- 2.5.1. The District reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the District, to reject the low price proposal, to accept any item of any proposal, to reject any and all Proposals, and to waive irregularities and informalities in any proposal submitted or in the Request for Proposals process.
- 2.5.2. Equipment must be new and fully eligible for manufacturer's warranty. F.O.B. inside delivery. Vendor must provide inside delivery of equipment to the physical address where the equipment will be placed into service, as defined in this RFP. Equipment delivery must be coordinated with District.
- 2.5.3. Freight should be included in the unit price. Inside delivery to the District.

 Pallets must be broken down and boxes disposed of by the selected vendor.
- 2.5.4. The District cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the District receives a request for any document submitted in response to the RFP, the District's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.
- 2.5.5. The proposal shall constitute a binding offer to sell the above-noted product(s) to the District and may not be withdrawn once the District has awarded the contract to the successful vendor.

2.6. Configuration Specifications, Modifications, and Documentation

- 2.6.1. Under this procurement the District will accept proposals for a VoIP solution from any manufacturer capable of meeting both the voice and data communications requirements detailed in this proposal.
- 2.6.2. The quantities specified in Section 4: Telecommunications System Specifications provides sizing, component, feature and function specifications necessary for the proposer to develop system pricing that must be detailed. However, all proposers should note the following:
 - 2.6.2.1. The component quantities detailed are not necessarily the final quantities the District will purchase. Exact quantities may

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- increase or decrease subsequent to the release of this document.
- 2.6.2.2. While the pricing information provided in response will be used to evaluate the various proposals received, the District will not enter into a contract for those quantities upon contract award, however the detailed component pricing must be valid for 90 days from date of the proposal. Component price decreases are acceptable, but price increases will not be allowed.
- 2.6.2.3. The District will not be responsible for any equipment order placed by the vendor prior to the completion and acceptance of the station review process.

2.7. Vendor Company Information

- 2.7.1. Please provide a description of your company background to include the following:
 - 2.7.1.1. Company financial statements
 - 2.7.1.2. Age of company
 - 2.7.1.3. Length of time in the telecom industry
 - 2.7.1.4. Company ownership
 - 2.7.1.5. Relationship with the proposed system's manufacturer
 - 2.7.1.6. Number of employees
 - 2.7.1.7. Number of office locations
 - 2.7.1.8. Address of the nearest location to the District
 - 2.7.1.9. Address of your local office responding to the RFP
 - 2.7.1.10. Specific company representative assigned to be our contact, including name, address, phone, fax and email
 - 2.7.1.11. Has your company experienced a workforce reduction in the past 5 years?

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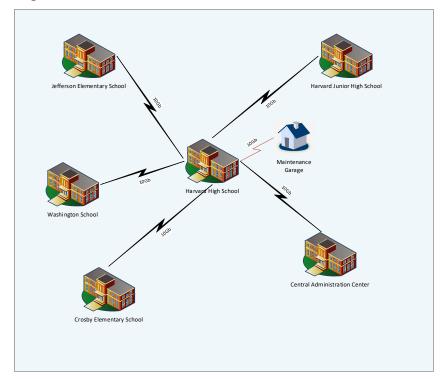
3. Data Network

3.1. Description of Current Technology

- 3.1.1. CUSD 50 implemented the existing Cisco Telecommunications system many years ago. The system supports 320 stations across 7 District locations. The data network uses Cisco data network routers and switches. PSTN carrier services are currently provided by 2 PRI's with approximately 120 DID telephone numbers installed at Harvard High School. The District intends to migrate to SIP with service installed at Harvard High School and Crosby Elementary School.
- 3.1.2. CUSD currently uses Cisco Emergency Responder and Intrado for E-911 location services.
- 3.1.3. The District's data network, cable infrastructure and UPS equipment has been reviewed and will support the installation of a VoIP Telephone System including PoE and QoS features and capabilities. The District has also prepared the network to provide the needed IP addressing and subnet approach.
- 3.1.4. Vendors should assume the District's data network will provide the needed POE and QOS capabilities for VoIP Deployment.
- 3.1.5. Even though the existing data network is built to deploy VoIP, vendors should plan to actively participate providing the District with specific system set up requirements regarding specifics of the proposed system.

3.2. Current Wide Area Network

3.2.1. Data network connections are carrier-provided fiber services between District buildings as shown below. The connection between the Maintenance Garage and High School is District owned fiber.



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4. Telecom System Specifications

4.1. General Requirements

- 4.1.1. **SIP services** will be implemented for inbound and outbound Public Switched Telephone Network (PSTN) Services providing shared access for all District Users.
- 4.1.2. **Duplicate survivable core systems** (Voice processing and Voicemail in both locations) to connect the 2 major locations.
 - 4.1.2.1. The intended operation is that the system provides redundant CPU, Power supplies and software operation services between the 2 major core sites and can provide the needed fail-over. All of the systems must function as if they were one.
 - 4.1.2.2. Please describe the fail over between the 2 major core locations.
- 4.1.3. **Local Survivable Gateways** the system should be designed such that all locations are survivable locally in the event of a wide area network failure with the understanding that carrier services may be impacted.
- 4.1.4. **VMWare** is currently used by the District's IT Operations. The District is open to both virtualized and non-virtualized solutions.
 - 4.1.4.1. As part of the base proposal, please propose the system with all needed servers and hardware.
 - 4.1.4.2. Please provide detailed information regarding the proposed system regarding current or future plans to operate in a virtual environment using VMWare.
- 4.1.5. **Cisco data switches** are the district's standard for their existing network equipment. These switches are fully operational and provide the needed network throughout for the existing telecommunications system. The District anticipates retaining these same data switches.
- 4.1.6. **Unified Messaging:** The proposed system should provide the ability for the District to integrate voicemail and Google features and services. It is the responsibility of the Respondent to define their offering, and to provide a solution that addresses the convergence of voicemail, email, fax, and other messaging systems. Systems to be addressed will include those provided under this RFP, and messaging systems maintained by the District.
- 4.1.7. **Telephone System Paging Function:** The proposed system should also provide the ability for users with the appropriate rights to perform paging through the speakers on the telephones. The System shall include the feature and ability for a user to dial a code and page through all phone speakers or a zoned subset of speakers on the phones installed in the specific location.
- 4.1.8. **External Paging System Access**: The District has existing Valcom VE8090R IP Intercom Controllers for external paging in each of the buildings. The Valcom systems support IP interfaces to the proposed System. The System must support

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- the ability for defined users to dial a code, access the external paging system and page through all speakers or a zoned subset of speakers
- 4.1.9. **System Administration:** A single point of management from any point on the network for all components including the IP-PBX, voicemail, auto attendant, and unified messaging system, E911 notification services, and other ancillary systems is preferred. The management interface shall provide the capability and flexibility for rapid, efficient, and cost-effective configuration changes to user profiles and IP telephone equipment through a standard browser-based interface. System "Self Diagnostics" and trouble reporting shall also be described.
 - 4.1.9.1. Capable of providing the hardware and software tools necessary to allow effective management of all communications systems from one location.
 - 4.1.9.2. The District is also seeking maintenance and ongoing enhancement and other support services from the selected provider; however, the District wishes to manage the day-to-day adds, moves, and changes internally. The District may wish to manage the system remotely, please describe how this application would work and how you would address security.

4.2. Voice Requirements

4.2.1. **System Locations – Overview -** The District is replacing its existing telephone systems at the locations detailed in the Table below.

Location	Abbreviation	Street Address	WAN Connection
Harvard High School	HHS	1103 N. Jefferson Street	10Gbps
Maintenance Garage	MG	1103 N. Jefferson	10Gb private fiber
Harvard Junior High School	HJS	1301 Garfield Street	10Gbps
Crosby Elementary School	CES	401 Hereley Drive	10Gbps
Jefferson Elementary School	JES	1200 N. Jefferson Street	10Gbps
Washington School	WES	305 D. Hutchinson Street	10Gbps
Central Administration Center	CAC	401 N. Division Street	10Gbps

- 4.2.2. **Carrier Telco Services:** Voice communications services today for the facilities are currently provided through two PRI's installed at the Harvard High School.
 - 4.2.2.1. The District will migrate to SIP services with trunking at both Harvard High School and Crosby Elementary School
 - 4.2.2.2. All DSU/CSU hardware (if needed) must be included under the itemized costs detailed of this proposal.
 - 4.2.2.3. The District plans to configure the carrier SIP service with Telephone Number fail-over services between the two SIP Circuits. In the event of the loss of a SIP circuit, the selected carrier will automatically re-route the DID services from the failed circuit to the remaining circuit. Once the failed SIP circuit is back up, the carrier will automatically re-route the DID's back to the original Circuit.

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System Configuration – Quantities for Purposes of the RFP

- 4.2.2.4. Vendors are asked to make sure the count of any type of ports for these conference room phones are included in the system design, regardless of whether they are IP or Analog stations.
- 4.2.2.5. Telephone sets must be Gigabit devices that will provide a switched Ethernet port to an attached computer at Gigabit Ethernet speeds.

	Station - Type 1 (analog)				Station - Type 5	Station Type 6	SIP – Trunking (concurrent calls)
Harvard High School		3	34	30	13	1	1(25)
Harvard Junior High School		3	29	12	11	0	
Crosby Elementary School		3	30	5	3	0	1(25)
Jefferson Elementary School		3	1	68	7	0	
Washington School		3	10	1	3	0	
Central Administration Center		3	0	12	21	1	
Maintenance Garage			2	1	0	0	
Total		12	106	151	58	2	2 (50)

4.2.3. **Telephone Device Requirements**

- 4.2.3.1. Type 1 Single-line analog station ports for existing analog applications such as TTY and fax machines.
- 4.2.3.2. Type 2 IP connections to existing peripheral devices, 2-Door Phones and 1-Valcom Paging System at each school.
- 4.2.3.3. Type 3 Classroom Telephone Set A minimum 2-line telephone with a multi-line display with fixed or flexible feature keys for conference, transfer, forward and hold capabilities and a speakerphone.
- 4.2.3.4. Type 4 Administrative Telephone Set A minimum of 6-lines and with multi-line display, with fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities, message waiting notification, headset connectivity, and a speakerphone.
- 4.2.3.5. Type 5 Administrative/Executive Telephone Set A minimum of 6-lines and with multi-line color display, with fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities, message waiting notification, headset connectivity, and a speakerphone
- 4.2.3.6. Type 6 Conference Room Station. The District is interested in seeing a quote for a high-quality wireless speaker phone designed to provide communication services in conference rooms of various sizes throughout District locations. Wireless phone to base application preferred.
- 4.2.3.7. Wireless Headset Tools Provide a list of Bluetooth/DECT headsets that are compatible with the proposed telephone sets.

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4.2.4. **Required Telephony Features**

- 4.2.4.1. Abbreviated Dial with Off-Hook Indications Busy indication of another station with autodial to that station through the depression of an associated key.
- 4.2.4.2. Outbound Caller ID Ability to assign outgoing caller ID individually by station. For example, each School may need to send out their own main list number, while the District office users may choose to send out their own DID number on outgoing calls.
- 4.2.4.3. Incoming Caller ID Assuming that the carrier will support name and number for inbound caller ID, the system provide this information on user displays.
- 4.2.4.4. Inbound Caller ID should follow the call and be displayed on transferred to telephones even if the call is transferred multiple times.
- 4.2.4.5. Call Routing Ability to route calls differently depending on Time of Day, Day of Week, Holiday, or other scheduling
 - 4.2.4.5.1. Can routing to voicemail greetings be different for internal and external calls?
- 4.2.4.6. Standard Conferencing should be available to all users to add or drop participants.
 - 4.2.4.6.1. Provide the total number of participants on a standard conference call.
- 4.2.4.7. Directory Ability to access and dial from a districtwide name/extension database from IP station sets
- 4.2.4.8. Call History ability for users to view on telephone set display
- 4.2.4.9. Music on Hold Ability to apply Music-on-hold on station or location selective basis. System must support .wav, .mp3, .wmv, .m4a files as the music source.
- 4.2.4.10. Variable Ringtones on Telephone Sets
- 4.2.4.11. Station Paging Ability to provide paging functionality through the speakers on the proposed phones.
 - 4.2.4.11.1. Individual Telephones
 - 4.2.4.11.2. Paging Groups
 - 4.2.4.11.3. Page all phones in a building
 - 4.2.4.11.4. Page all phones Districtwide
- 4.2.4.12. Voice Announce Intercom Ability to dial a one- or two-digit number and automatically connect to another phone in a hands-free mode.
- 4.2.4.13. Hands Free Answer Back *Optional Feature* Ability for a called party to respond to the page or intercom call by just talking back to

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- the phone, without lifting the receiver or pushing a button on the phone.
- 4.2.4.14. Variable Call Recording *Optional Feature* the ability to record calls to a station "On Demand" with easy access to retrieving these recordings.
- 4.2.4.15. Softphone client support compatible with Microsoft Windows Desktop applications and mobility clients compatible with Android and iPhone devices.
 - 4.2.4.15.1. This client will allow outbound caller ID to override the cellular ID when calls are placed from the cellular device.
 - 4.2.4.15.2. Call control and transfer capabilities should be similar to a softphone user.
- 4.2.4.16. Station Mobility Allow system users to log in and log out of an alternate IP telephone on the system to temporarily configure that phone as their own user device with a predefined username and PIN.
- 4.2.4.17. Twinning / Single Number Reach— The ability to simultaneously ring a user's cell phone and desk phone.
 - 4.2.4.17.1. Does the system allow District users, while on a cell phone call, to be able to arrive back at the office, dial a code on the cell (or desk phone) and move the call to/from the desk phone?
 - 4.2.4.17.2. Will the inbound caller ID information be passed to the cell phone?
- 4.2.4.18. The system should support a mobile client compatible with Android and iPhone devices.
 - 4.2.4.18.1. This client will allow outbound caller ID to override the cellular ID when calls are placed from the cellular device.
 - 4.2.4.18.2. Call control and transfer capabilities should be similar to a softphone user.

4.2.5. **Automated Attendant Requirements**

- 4.2.5.1. Routing by Dialed Number
- 4.2.5.2. Time of Day, Day of Week, and Holiday Routing Options.
- 4.2.5.3. Preprogrammed Override Options for closures due to scheduled, emergency or weather-related events with the ability to initiate the Override remotely
- 4.2.5.4. Custom greetings for special events.
- 4.2.5.5. The system must allow the caller to dial his or her choice at any time during the message.

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- 4.2.5.6. The District may use the Automated Attendant at each location as overflow coverage in the event that local District Administrative support is busy on another telephone call, the Automated Attendant for that specific location answers the incoming call and offers the standard choices defined by that location.
- 4.2.5.7. Reporting ability to provide reports on traffic, including total calls, which options are selected by callers, hang-ups, etc.

4.2.6. **Voicemail Requirements**

4.2.6.1. Voicemail Message Integration

- 4.2.6.1.1. The District estimates a requirement for 325 initial users of the voice system. The District provides Voicemail Boxes for many users throughout the District operation that do not have specific phones.
- 4.2.6.1.2. The District utilizes Google mail messaging system. Pricing for unified messaging for all voice mail users must be included.
- 4.2.6.1.3. The District prefers a non-blocking system. Specify the maximum capacity the proposed system provides.
- 4.2.6.1.4. Direct dialing from the Google Contact list.
- 4.2.6.1.5. Caller ID included in Google mail subject line.
- 4.2.6.1.6. Ability to listen to voice messages through Google mail.
- 4.2.6.1.7. Will voicemail messages will be stored on a voicemail appliance or the Google Environment?

4.2.6.2. Required Voicemail Features

- 4.2.6.2.1. Message waiting notification on telephone set and in email (Unified messaging)
- 4.2.6.2.2. User Changeable Passwords
- 4.2.6.2.3. Variable Settings for Maximum Message Length
- 4.2.6.2.4. Personalized Greetings ability for user to switch between standard and secondary greeting
- 4.2.6.2.5. Personalized Menu within user mailbox- Ability to route callers differently depending on a menu selection within the user mailbox. This will be definable by user.
- 4.2.6.2.6. Ability for caller to "zero-out" of voicemail to a predefined destination if they choose to not leave a message.

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- 4.2.6.2.7. Does the proposed voicemail system capture caller ID allowing the user to optionally hear the calling number?
- 4.2.6.2.8. Priority Queuing of Messages
- 4.2.6.2.9. Time-of-Day Stamp
- 4.2.6.2.10. Announcement Boxes
- 4.2.6.2.11. Speech Recognition The ability to provide command access through user speech
- 4.2.6.2.12. Remote Access The system must allow users to easily access their mailbox from outside of the system.
- 4.2.6.2.13. Mailbox Activity Reports including when boxes are accessed, and which mailboxes are still using default passwords or have completed user set up.
- 4.2.7. **REQUIRED 911 Operations** this will provide building, room, cube, and device specific address information to the PSAP. *All costs must be included software, equipment and/or telephone utility required to accomplish this notification.*
 - 4.2.7.1. The proposed solution must comply with federal laws specific to Kari's Law and RAY BAUM'S Act.
 - 4.2.7.2. Will provide on-network notification (to any endpoint on the District data network)
 - 4.2.7.3. Will provide notification to District-owned smartphone mobile devices
 - 4.2.7.4. Provide specific documentation indicating your proposed system complies with all 911 regulations of the FCC, the State of Illinois.
 - 4.2.7.5. Solution must be able to distinguish calls placed from District facilities versus home offices, hotels, etc.
- 4.2.8. **Call Accounting System and Call Detail Reporting** *Optional Feature* The itemize the cost of the system should be included in the <u>Optional Equipment</u> table later in the RFP and should include all one-time and ongoing subscription costs.
 - 4.2.8.1. Describe the specific relationship with the manufacturer.
 - 4.2.8.2. The System should provide reporting on incoming, outgoing and station to station calls, including call duration, frequently called numbers, etc.
- 4.2.9. **System Management -** The following System Administration features and capabilities, or functional equivalents, must be provided as part of the proposed system. These features must be available at all locations.
 - 4.2.9.1. Remote Diagnostics/Remote Maintenance

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- 4.2.9.2. Single Sign-on integrated with the District's Active directory/LDAP.
- 4.2.9.3. Multiple Users The system must allow for access and change capability for multiple, simultaneous users with varying privilege levels.
- 4.2.9.4. Inventory Information The system must provide inventory information on the number and type of telephone stations.
- 4.2.9.5. Trunking Information the system must provide trunk configuration and utilization information.
- 4.2.9.6. Alarm Notification System must provide for an alarm system that notifies both the remote maintenance center and the client, if certain client-programmed system performance thresholds are exceeded.
- 4.2.9.7. Recent and Past Change History The proposed system must provide an audit trail of log-ins and when and what system changes were made.

4.2.10. Training Requirements

- 4.2.10.1. **User Training** Classroom training, on working telephones, led by vendor provided instructors, for all users, on-site at the District is required.
- 4.2.10.2. Digital training resources in the form of video training and quick reference cards (customized for the District) should be provided.
- 4.2.10.3. **Administrator Training** System programming, reporting, management, and configuration training, led by vendor provided instructors, for two District staff members.
 - 4.2.10.3.1. Please describe additional system administration and technical training that is available, including projected costs for the training classes, where they are held, who provides them. Also indicate and if certifications would be provided if the District's staff completes various levels.

4.3. Maintenance and Warranty

- 4.3.1. **Warranty** Provide a copy of the warranty on the proposed system or a narrative description of the provisions of the warranty.
- 4.3.2. **Factory-Trained Personnel** Indicate the number of service personnel in the Chicagoland area factory-trained to maintain the proposed system, including the street address of the service location.
- 4.3.3. **Qualified Personnel** Indicate the number of service personnel in the area qualified to maintain the proposed system, including the street addresses of the service locations. This should include factory-trained personnel, personnel trained by the vendor and all other individuals who can perform technical services on the system.
- 4.3.4. **Service Centers** Provide the locations and hours of operation of the service centers to be utilized.

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- 4.3.5. **Site Visit** The District may wish to conduct a site visit to the contractors' Service Center.
- 4.3.6. **Spare Parts** Provide a general listing of the spare parts available from each of these service centers.
- 4.3.7. **Maintenance Plans** Provide details on maintenance service arrangements for the proposed system and the cost for any alternative available including maintenance contracts and per-call maintenance. Provide the monthly maintenance contract price based on the initial equipped configuration including details on how this price is computed. The District is capable of performing some basic maintenance routines. Please provide information on any charges associated with customer provided maintenance.
- 4.3.8. **Hourly Service Rates** Indicate the hourly rate the District can expect for service not covered by warranty or service contract for each of the proposed systems.
- 4.3.9. **Maintenance Cost Escalation** Provide the rate at which the maintenance contract costs are escalated including any contractual limits in escalation of costs.
- 4.3.10. **Modification Lead-Time** Specify the amount of lead-time required for moves, changes, additions, and deletions.
- 4.3.11. **Repair Response Times** Describe the expected and guaranteed response time for "regular" and "emergency" services. Indicate what you define to be "regular" and "emergency" service. Guaranteed response times of greater than 4-hours for emergency services, and next business day for regular services, will not be acceptable.
- 4.3.12. **Service Alternatives** Indicate the provisions for service and spare parts if your business terminates, is subjected to a strike, or shutdown for any reason.
- 4.3.13. **Default** State what recourse is available if the proposed system does not perform as quoted and the customer is faced with loss or interruption of service. Be advised that some form of liquidated damages for non-performance and/or system failure will be required in any final agreement.
- 4.3.14. **Performance of Maintenance** Clearly identify if the proposer or a third party will provide maintenance services. The District will require the right to reject any third parties or sub-contractors under this agreement and in any event proposer will be responsible for all maintenance services.
- 4.3.15. Remote Maintenance
 - 4.3.15.1. Provide information on the capabilities of the system to interact with the Remote Maintenance Center (RMC) of the proposer.
 - 4.3.15.2. How does the system notify the RMC of a trouble?
 - 4.3.15.3. What diagnostic capabilities does the RMC have?
 - 4.3.15.4. Can the customer communicate directly with RMC personnel?
 - 4.3.15.5. How frequent is the proposed system polled by the RMC for routine maintenance?

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4.4. Redundancy and Disaster Recovery Issues

- 4.4.1. **Hosted Solution** System is hosted by in a public or private cloud that provides the required functionality.
 - 4.4.1.1. There must be no single points of failure in the Telephony subsystem architecture; system upgrades and maintenance should not result in downtime or issues with system performance.
 - 4.4.1.2. Failover within the provider network should be automatic and maintaining the same user functionality and seamless to the enduser
- 4.4.2. **Premise-Based Solution -** The system should be designed to provide the District with redundant operations allowing these locations to be fail-over sites for each other both for telephone operations and trunking.
 - 4.4.2.1. It is the intent of this procurement to install the core of the new systems at Harvard High School, with Crosby Elementary School as a failover.
 - 4.4.2.2. Hot standby call processor with a synched database copy that will take over from the main call processor if there is a failure. Failover should be automatic and maintain the same user functionality.
 - 4.4.2.3. The system should be designed to provide redundancy for the entire system including the voicemail system.
 - 4.4.2.4. It is the intent of the District that, in the event of a failure of one of the core system servers, no calls would be lost and stations would re-register to the available server automatically.
 - 4.4.2.5. Can the servers be virtualized using VMWare. The District only uses VMWare in their Data Centers.
 - 4.4.2.6. Can the servers be installed and run on a hosted or Public Cloud environment?
 - 4.4.2.7. When software maintenance is performed on the system, is a restart required?
 - 4.4.2.8. Typically, what will the duration of a system restart be for a system of this size?
 - 4.4.2.9. What, if any manual intervention is required for a restart?
 - 4.4.2.10. Disaster Back-up Service Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
 - 4.4.2.11. Software Back-Up & Restoration The District would like the proposed system to update the back-up anytime a change is made to the system. Please describe the operation of the

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- back-up process and how the system can address this requirement
- 4.4.2.12. Are all applications including voicemail backed-up simultaneously?
- **4.5. Acceptance -** The District requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.
- **4.6. Financial Information -** Detailed pricing information is needed on the system. Provide the following financial data:
 - 4.6.1. The response **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include all activities necessary for a complete, turn-key system, including, but not limited to:
 - 4.6.1.1. Complete installation and programming of all system components and software.
 - 4.6.1.2. Complete testing of all system components and software prior to system cutover, including QOS testing.
 - 4.6.1.3. PSTN coordination including:
 - 4.6.1.3.1. Coordination of SIP trunk installation with the PSTN service provider selected by the District.
 - 4.6.1.3.2. Coordination of calling plan to allow for four-digit dialing between stations.
 - 4.6.1.4. On-site station reviews and determination of user requirements.
 - 4.6.1.5. Full system configuration documentation provided to the District to include all station features and function, complete trunking configuration information, and complete call flow information by station.
 - 4.6.2. Cost detail for any non-standard features and optional items as detailed in the system specifications.
 - 4.6.3. Any additional charges which apply for shipping and handling. Please specify dollar amounts.
 - 4.6.4. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
 - 4.6.5. Add/delete cost schedule for all system components, software, and station equipment details on addition or deletion of all network components must be

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- included. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
- 4.6.6. Maintenance costs for the system for Year 1 and for Year 2, as configured.

 Please show each year separately. Please describe any Parts Labor Warranty included in the proposal. Clearly specify the warranty period for all hardware and software components. Maintenance costs should be itemized by component. A specific maintenance cost must be clearly itemized for business day service on all proposed equipment and software.
- 4.6.7. Equipment Leasing Options Provide the interest rate and monthly lease rate factor for three-, five-, and seven-year lease options.

4.7. Implementation

- 4.7.1. The selected vendor is expected to conduct regular project status reviews, including calls or meetings with District stakeholders.
- 4.7.2. The selected vendor must conduct a thorough and complete on-site station review. This station review process, performed by the selected vendor, will identify the following:
 - 4.7.2.1. The type and quantity of all telephone stations, by District location, to be installed for District users during the implementation process.
 - 4.7.2.2. The telephone station programming, by user, including, but not limited to, telephone numbering, programmed features, call flow, recordings, detailed automated attendant operation, and voice mail capability.
 - 4.7.2.3. Detailed voice system security plan that addresses the liabilities of the proposed system. Each system may require different protection measures; it is our expectation that the selected vendor will provide recommendations regarding protection of this system in the District's environment.
 - 4.7.2.4. The PSTN network interface information by customer location to provide for local, long distance, E911, and intra-organization calling.
 - 4.7.2.5. The information developed through the station review process will be provided to the District electronically. The selected vendor will detail the design to the District and gain the District's acceptance before proceeding.
 - 4.7.2.6. The Selected vendor is required to provide complete system documentation regarding the installed equipment.
- 4.7.3. Vendor is responsible for programming and testing of all unified communications and messaging configurations, trunking and telephone station programming
- 4.7.4. Vendor is responsible for placement and testing of all telephone sets.

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- 4.7.5. **Test Plan -** The Proposer will develop and execute a test plan and final walk through with the owner's project manager in attendance. The test plan and walk through will include
 - 4.7.5.1. Integration between Voicemail and Google mail— Unified Communications
 - 4.7.5.2. Copies of all equipment configurations for the District's project manager review.
 - 4.7.5.3. Conducting a final walk-through inspection of the installation with the District's project manager and the preparation of a punch list of items that need attention prior to final acceptance.
 - 4.7.5.4. Completion of the punch list items and the request for a final acceptance walk through with the District's project manager.
 - 4.7.5.5. Final acceptance of the installation.
- 4.7.6. **Estimated Implementation Timeline** The District plans to implement the system during a period of recess, such as fall or winter break. Please provide an estimated implementation plan with various high-level milestones, assuming the contract would be awarded by the middle of August, 2022.

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5. References

- **5.1.** Provide at least three references of similar installed systems in the area, using the tables provided below expanding them as necessary to include all relevant information. The references must be for VoIP Enabled or VoIP system installations, multi-locations customers, with a minimum of 800 telephone stations, and a centralized voice mail system.
- **5.2.** While you are free to provide any references, ideally, the District would like to talk with other local school districts.
- **5.3.** Be advised, references are a major element of the customer's selection criteria.

Reference #1	
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 on number of locations and phones	

Reference #2	
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 on number of locations and phones	

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Reference #3	
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 on # of locations and phones	

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6. Pricing

- **6.1.** Pricing Provide system costs on the accompanying spreadsheet: **Harvard CUSD 50 Telecom RFP Pricing.xlsx**. The component name should be clear and understandable, not a code or stock number. The Cost must be the actual cost the District will pay for the component, not a list price with a summary discount at the end. Total Price equals the Quantity times the Unit Cost.
 - 6.1.1. The spreadsheet should be completed by providing all requested costs. Pricing for all Base Components, Recurring Cost Components, and Optional Components should be included.

7. Delivery and Installation

The District anticipates working with the selected vendor to plan the implementation to fit into the timing of the District summer operations. The District will require the selected vendor to work with the District regarding the placement of telephones in the school buildings to coincide with normal maintenance, update and repair activities.

The District anticipates cutover of all locations to be completed in 2022. Please indicate whether you accept this schedule and identify the tasks, including site preparation that the District and the vendor will perform and/or be responsible for in order to accomplish delivery and installation of the system in this time frame. It will be assumed that any task not specifically stated to be our responsibility would be that of the vendor.

- 7.1.1. Implementation Plan Within five days of contract award, the vendor must provide a tentative implementation plan with dates necessary to place the system into service. This plan must clearly identify the tasks and resource requirements of the District during the implementation process.
- 7.1.2. Risk of Loss Please state when the customer assumes risk of loss or damage.
- 7.1.3. System Physical Requirements Please indicate the requirements for each location, for:
 - 7.1.3.1. Floor Spacing
 - 7.1.3.2. Floor Loading
 - 7.1.3.3. Wall Space
 - 7.1.3.4. Environmental factors such as air condition and ventilation
 - 7.1.3.5. Minimum size door opening required for equipment movement
 - 7.1.3.6. Specify the electrical and grounding requirements for the proposed system. Indicate what modifications will be needed, if any, at the site to meet those requirements. Unless otherwise stated, the vendor will be responsible for any necessary modifications.
- 7.1.4. **Equipment Reduction -** Explain any penalty or liability charge for reducing equipment or telephone instrument prior to and after installation of the proposed system.

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- 7.1.5. **Equipment Delivery -** The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.
- 7.1.6. **Manufacturer Relationship -** Please describe your precise relationship with the manufacturer of the proposed system (i.e., dealer, distributor, branch, common parent, etc.) Proposers who do not hold primary full dealership status with the proposed manufacturer and who are dependent on secondary distributor arrangements to obtain product and direct access to manufacturer level engineers are not acceptable.
- 7.1.7. **Manufacturer's Commitment** The vendor shall make a written commitment to make available maintenance spares, trained personnel, and software support to fully maintain the system for a period of ten years from the date of cutover. **If the vendor is other than the manufacturer, then a letter of similar commitment from the manufacturer must be included in the proposal.**
- 7.1.8. **Warranty** The Proposer must guarantee all of the installation work to be performed and materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed work. The Proposer shall, at their own expense and without cost to the District and within a reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of the District and at no additional cost.
- 7.1.9. **Software Assurance** Maintenance and support quotes should include software assurance protection for the District. Please itemize this cost.
- 7.1.10. **Software Updates** Please describe the following regarding available software upgrades:
 - 7.1.10.1. How is the District notified of new software upgrades and tools available for **ALL** the systems proposed?
 - 7.1.10.2. Does your company require software updates at these intervals or are they included/or optional?
 - 7.1.10.3. Are software updates included in the maintenance contract?
 - 7.1.10.4. In the case of VoIP solutions, do you provide recommended/required software updates for all network hardware in addition to the proposed system?
 - 7.1.10.5. Please provide typical frequency of software updates on an annual basis.

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8. Disclosures and Contractual Requirements

Please note that any exceptions to the following requirements, as well as other sections, should be addressed in a separate section of the Vendor's Proposal.

Bulletins and Addenda

Any bulletins or addenda to the RFP specifications issued during the period between issuance of the RFP and receipt of RFP addenda are to be considered covered in the RFP and they will become a part of the awarding contract. Receipt of bulletins or addenda shall be acknowledged by the vendor in their RFP Proposal cover letter.

Rejection of Proposal

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, Harvard CUSD 50 may require the correction of any deficiency and accept the corrected Proposal.

Acceptance of Proposals

Harvard CUSD 50 reserves the right to accept the Proposal that is, in its sole judgment, the best and most favorable to the interests of the District, to reject the low price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.

Taxes

The Board is not subject to Federal Excise Tax, any federal transportation tax, Illinois Use Tax or Illinois Retailer's Occupation Tax, and thus, no taxes shall be included in the Bid price.

Compliance with Applicable Laws

Contractor agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal government and any of it titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

- 1. The successful Bidder and any subcontractor thereof shall pay 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, in accordance with the *Prevailing Wage Act* (820 ILCS § 130/1 et seq.).
- 2. Bidders are required to increase wages as necessary during the term of this Contract so

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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.

- 3. It shall be mandatory that the Bidder at all times observe and comply with all applicable laws, rules, ordinances, regulations, and Board policies (available on the District website) including, but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*), the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), the Equal Employment Opportunity Act (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS 5/1 *et seq.*) in performing under the Contract. The rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though herein written in full. The failure of the successful Bidder to comply with this Section III.H(3) may result in the Contract being cancelled, terminated, or suspended in whole or in part.
- Contractor acknowledges that, under Illinois law, the presence of child sex offenders is prohibited on Board property except in limited circumstances with notice to and approval of the Board. All employees of the Contractor or subcontractors performing Work under the Contract who have direct, daily contact with pupils of any school in the District must submit, at the Contractor's or subcontractor's expense, to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. Any employee of the Contractor or subcontractor found to have been convicted of any prohibited offense under said section or 105 ILCS § 5/21B-80 shall by promptly removed by the Contractor and replaced. Additionally, the Board reserves the right to request the removal from the project of any person, including, but not limited to, employees of the Contractor any subcontractors, who engage in conduct in violation of the law or the Board's policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or subcontractor. Contractor represents and warrants to the Board that none of its employees, or those of any subcontractor, have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on school property.

Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Board, its individual members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees") against any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorneys' fees, court costs and expenses, including, but not limited to, claims for the death of or bodily injury to any person and for the loss of, damage to or destruction of any property in any manner arising out of, in connection with, or related to (1) any act or omission of the Contractor, its agents, employees, or subcontractors; (2) any breach by the Contractor of the Bid Documents; and (3) any personal injury suffered by Contractor's employees on the Board's property. Additionally, the Contractor waives any and all rights against the Board it may have under any Worker's Compensation Act or interpretations of such laws, including, but not limited to those rights under the judicial decision in *Kotecki v. Cyclops Welding Corporation*. Contractor shall ensure that the Indemnification provision in this Section V is inserted in every contract between Contractor and its subcontractors. If such provision is

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not contained within a subcontractor contract, or if a subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all subcontractor liability for such indemnification of or contribution to the Board. Further, without limiting the above, to the extent the District incurs any fees, costs or expenses of any kind whatsoever arising from, related to or connected with any business activities of the Contractor, such as the District's compliance with Citations to Discover Assets, Mechanic Liens claims or any other claims or requests, the Contractor shall be responsible for all fees, costs and expenses incurred by the District related thereto,

Insurance

If the Proposal is accepted, vendors shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Vendor's services to be performed hereunder covering District's risks in form subject to the approval of the District. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category and Minimum Limits

The Contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the School District:

- A. *Worker's Compensation Insurance*: Coverage A Illinois Statutory Limits
 - Coverage B Employer's Liability Limits of not less than \$1,000,000 each accident for bodily injury by accident and not less than \$1,000,000 each employee for bodily injury by disease.
- B. Business Automobile Liability Insurance: \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage and include coverage for all owned, non-owned, and hired automobiles.
- C. Commercial General Liability Insurance. Contractor shall maintain during the term of this Contract, Commercial General Liability Insurance, on an occurrence basis, with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage.
- D. *Professional Liability*. Contractor shall also maintain during the term of this Contract, Professional Liability Insurance with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate.
- E. *Umbrella Liability Insurance.* It is required that an umbrella policy be written for a 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. The Contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Board:
- F. *Additional Insureds, Priority of Insurance and Subrogation*. Contractor shall name, by endorsement if necessary, the Board, its individual members, officers, employees, agents,

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volunteers, successors, and assigns ("Indemnitees") as additional insureds on the Excess and Commercial General Liability Insurance policies. All insurance required of the Contractor under this Agreement shall be primary insurance and any insurance maintained by the Contractor that is applicable to any loss arising out of, related to or connected with the Agreement shall be on an excess basis. To the fullest extent permitted by the insurance policies required under this Section IV, Contractor waives any and all rights of subrogation it and its insurers may have against the Indemnitees.

- G. Evidence of Insurance. Within five (5) business days after the Bid is awarded by the Board, the Contractor must promptly tender a current insurance certificate(s) evidencing the insurance required under this Section IV. Upon request of the Board, Contractor shall furnish a copy of the insurance policies, with all endorsements thereto.
- H. *Insurance Company Qualifications.* All insurance shall be from a company authorized to do business in Illinois and with at least an "A XII" rating from A.M. Best Company.

Additional Insurance Provisions

All such insurance shall not be cancellable without thirty (30) days prior written notice being given to the School District. All insurance shall indicate that it is primary and any material change shall cause notice to Harvard CUSD 50 thirty (30) days prior to the change.

With respect to the insurance required herein, the Contractor shall provide such insurance naming the School District, 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 School District 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 there from, 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.

Failure to Maintain Coverage. If Vendor fails to maintain any of these insurance coverages, then the District will have the option to declare Vendor in breach of the final contract, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverage. Vendor is responsible for any payments made by the District to obtain or maintain insurance and the District may collect these payments from Vendor or deduct the amount paid from any sums due Vendor under the final contract.

Primary Coverage. For any claims related to the final contract, the Vendor's insurance coverage shall be primary insurance with respect to Harvard CUSD 50 its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by District for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Vendor's insurance and not contributory with it.

Reduction in Coverage/Material Changes. Vendor will notify the District in writing pursuant to the notice provisions of the final contract thirty (30) days prior to any reduction in any of the

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insurance coverage required pursuant to this RFP or any material changes to the respective insurance policies.

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of the District.

Termination for Default

In the event of a breach of any of the terms of this Agreement including the Contractor's warranties, the District may, at its option and without prejudice to any of its other rights, cancel any undelivered work or material.

Professional Liability

In performing its professional services, the vendor will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The vendor covenants that it is protected by professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and will provide certificates of insurance upon request.

Intention

The vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected systems. In addition, the vendor shall be responsible for the implementation in a most professional manner of all items as shown in the Proposal, stated in the specifications, or reasonably implied, in accordance with the contract documents.

Rights to Submitted Materials

All Proposals, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the vendor shall become the property of Harvard CUSD 50 when received. The District reserves the right to use the material or any ideas submitted in the RFP.

Vendor Demonstrations

Select vendors will be requested, at no cost to Harvard CUSD50, to demonstrate the proposed software and hardware systems at a mutually agreeable date and site.

Tax Exemptions

Harvard CUSD 50 is not subject to Federal Excise Tax, Illinois Retailers Occupational Tax, Illinois Use Tax or any federal transportation tax.

Correspondence

Correspondence shall be addressed to Rob Conerton, at phonesystemrfp@cusd50.org and Tom Weiman, Consultant at tweiman@clientfirstcg.com.

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9. Required Forms

Please read all documents included in this packet. Execute the Required Forms in this section and include with the proposal. Questions regarding items for the Proposal may be emailed to phonesystemrfp@cusd50.org and Tom Weiman, Consultant at tweiman@clientfirstcg.com.

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Ownership Status

Please check one. This fi	rm is a:	
and controlled by Women's' Busines and controlled by Disadvantaged En controlled by a pe This firm is not a	a minority. s Enterprise (WBE) – a firm th a woman.	t is at least 51% owned, managed, nat is at least 51% owned, managed, at least 51% owned, managed, and and DBE certifications
entity named below, its of contract as a result of a Contracts Section of the	officers, employees, and agent violation of the Bid Rigging of Illinois <i>Criminal Code of 19</i> es that he or she has read and u	s under oath that the company or other is, are not barred from bidding on this or Bid Rotating provisions of the Public 161 (720 ILCS 5/33E-3, 33E-4). The understands the Bid Documents and that
Signature:	т	itle:
Print Name:		
Firm Name:		
Address:		
City:	State:	Zip Code:
Telephone:		
Dato		

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ATTACHMENT B

QUALIFICATION STATEMENT

BID D	D DESCRIPTION: Telecommunication System				
BIDDE	ER:				
ADDR	ESS:				
A.	The Bidder, listed above, hereby submits the name of the following insurance company(ies) meeting the requirements set forth in the Bid Documents, who would write the General Liability Insurance, in the event the Bidder is awarded the Contract.				
	1. Corporate Name:				
	Address:				
	2. Agent's Name:				
	Address:				
	Telephone Number:				
В.	How many years has your organization been in business?				
C.	Have you ever failed to complete any work awarded to you or otherwise failed to meet the time requirements of a contract within the last three years?				
	If yes, note when, where, and why:				
D.	Are there any judgments, claims, regulatory proceedings, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.				
E.	Has your organization filed any lawsuits or requested arbitration within the last five years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending				

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Harvard CUSD 50 Telecommunications System RFP

Ву:	Firm Name:
Print Name:	Address:
Its:	City:
Telephone:	State:
Date:	

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ATTACHMENT C

NON-COLLUSION AFFIDAVIT

Regarding

TELECOMMUNICATION SYSTEM

STATE OF ILLINOIS) SS COUNTY OF MCHENRY)				
The undersigned bidder or agent, being dult member, representative, nor agent of the firm entered into any combination, collusion or anyone at such letting, nor to prevent any pe and that this bid is made without reference to combination with any other person in reference.	n, company, corporat agreement with any erson from bidding no to any other bid and	ion or partnership r person relative to t to induce anyone	represented by the price to be to refrain from	him/her, e bid by bidding,
He further says that no person or persons, finany rebate, fee, gift, commission or thing of			ve directly or in	idirectly,
Dated: This day of, 20_	_ by,			
Signature Of Bidder	Title			
Represe	enting And Acting On Beha	alf Of		
Company Name	Phone Number	Fax Number	_	
Address	City	State		

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ATTACHMENT D

CERTIFICATE OF COMPLIANCE ILLINOIS HUMAN RIGHTS ACT

"Contractor, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act*, (775 ILCS 5/2-105) that Contractor has adopted 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 Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the *Illinois Human Rights Act*.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules, Contractor will promptly so notify the Department and the Board and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the Board, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.

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- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the *Illinois Human Rights Act* and the Department's Rules.
- That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Signature of Bidder	Title	Date
Repre	senting and Acting On Behalf Of	
Company Name	Phone Number	Fax Number
Address	City St	ate Zip

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ATTACHMENT E

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

By submitting a bid, Contractor certifies that it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) by:

- a. Publishing a statement:
 - Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employee that, as a condition employment on such a contract or grant, the employee will:
 - A. Abide by the terms of the statement; and
 - B.Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug violations.
- c. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) (30 ILCS 580/3(a)(B)) from an employee or otherwise receiving actual notice of such conviction.

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- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so conviction, as required by 30 ILCS 580/5.
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Signature Of Bidder	Title	Date
Represe	nting And Acting On Behalf Of	
Company Name	Phone Number	Fax Number
Address	Citv Sta	te Zip

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ATTACHMENT F

STATEMENT OF CRIMINAL BACKGROUND CHECK

I,(PRINT) Name & Company Name/Contractor	, as	part of its bi	d on a contract	
For <u>Telecommunication System</u> including all Materials and Labor for installation services for the Board of Education of Harvard CUSD 50, hereby acknowledge that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of Owner. All employees of the Contractor performing Work under this Contract who have direct, daily contact with pupils of any school in the District must submit, at the Contractor's expense, to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. Any employee of the Contractor or subcontractor found to have been convicted of any prohibited offense under said section shall be promptly removed by the Contractor and replaced. Contractor represents and warrants to Owner that none of its employees, or those of any subcontractor, have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on school property.				
Signature of Bidder	Title		Date	
Representing And Acting On Behalf of				
Company Name	Phone Number		Fax Number	
Address	City	State	Zip	

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ATTACHMENT G

TELECOMMUNICATION SYSTEM CONTRACT

THIS CONTRACT is entered into this day of, 20, by and between the Boa of Education of Harvard Community Unit School District No. 50, McHenry County, Illinois ("District"), as ("Contractor") (collectively referred hereto as "the Parties").				
WITNESSETH				
WHEREAS, District has requested public bids for Telecommunication System;				
WHEREAS, Contractor has submitted a bid for provision of the Work; and				
WHEREAS , District has awarded this Contract to Contractor to provide in the Work accordance with the proposal specifications package.				
NOW, THEREFORE, in consideration of the terms and conditions herein, and other good at valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:				
Duration of Contract. Contract will begin and shall be completed no later the				
 Contract Documents. The documents comprising the entirety of this Contract are the B Documents as defined in the Bid Specifications and this Contract. 				
 Document Supremacy. In the event any term or provision of one Contract Document conflict with a term or provision of another, the term or provision of this Contract shall prevail over other documents. The terms and provisions of the Instructions to Bidders shall prevail over the Bid Form. 				

- 4. **Compensation**. Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Documents. The District shall pay the Contractor for the performance of the Work the contract sum of ______ ("Contract Sum"). The District shall pay the Contract Sum in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq*. No change in the Work shall be a basis for an addition to the Contract Sum or time of performance unless authorized by the District by change order.
- 5. **Complete Understanding.** This Contract sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
- 6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
- 7. **Termination.** Should the Contractor fail to comply with any of the terms and conditions of the Contract Documents such failure shall be deemed to be a breach of the Contract Documents and the District may terminate the Contract and pursue all legal remedies available. Additionally, the District may terminate this Contract for its convenience by providing the Contractor with at least seven (7) days advanced notice of such termination. The District shall only be responsible for the cost the work performed through the date of termination.

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IN WITNESS WHEREOF, the parties have signed this Contract on the dates indicated below.

CONTRACTOR:	DISTRICT:	
	HARVARD COMMUNITY UNIT SCHOOL DISTRICT NO.50 MCHENRY COUNTY, ILLINOIS	
Ву:	Ву:	
Its:	Its:	
Date:	Date:	

ATTACHMENT H

Contractor Information

Name of Contractor	Contractor Representative (print)
Address of Office (City, State, Zip)	Phone Number
Signature of Representative	Representative's Title