

Request for Proposal

VoIP Telephone System

**PLEASANTVIEW FIRE PROTECTION DISTRICT
1970 PLAINFIELD ROAD
LA GRANGE HIGHLANDS, ILLINOIS 60525**

COMPANY:	PROPOSAL SUBMITTAL INFORMATION:
Name: <hr/>	Invitation Number: 2019-001
Address: <hr/> <hr/> <hr/> <hr/> <hr/>	Date of Proposal Issuance: February 1, 2019
	Proposal Due Date: March 21, 2019 at 4:00 pm
	Contract Award: April 9, 2019

ANY PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED

APPENDIX A

INSTRUCTIONS TO FIRMS

1. Project Description. Pleasantview Fire Protection District (sometimes referred to as “FPD”) requests proposals from experienced and qualified providers (“Firm”) (sometimes referred to as “vendor” or “Vendor”) for the delivery, installation, setup and other activities necessary for the replacement of the Pleasantview Fire Protection District existing phone system with a new VoIP system.
2. Availability of Proposal Documents. Proposal documents will be available after 2:00 pm Friday, February 1, 2019. Specifications and complete proposal documents may be examined and/or obtained without charge, at the office of the Fire Chief, 1970 Plainfield Road, La Grange Highlands, Illinois 60525 or by visiting <http://www.plvw.org/forms/>

If you have questions about how to obtain proposal documents contact:

John Buckley, Fire Chief
Pleasantview Fire Protection District
1970 Plainfield Road
La Grange Highlands, Illinois 60525
e-mail: jbuckley@plvw.org

3. Documents, Inspection, and Examination. Each Firm must, before submitting its proposal, carefully examine the proposal documents and site. The Firm whose proposal is accepted will be responsible for all errors in its proposal; including those resulting from its failure or neglect to make a thorough examination and investigation of the specifications, and the conditions of the Work Site and the surrounding area.

Submission of Proposals. Proposals must be submitted before 4:00 p.m. local time, March 21, 2019, to:

John Buckley, Fire Chief
Pleasantview Fire Protection District
1970 Plainfield Road
La Grange Highlands, Illinois 60525

4. Firm’s Qualifications. Firms submitting a proposal for the project must be considered qualified to complete the work. Pleasantview Fire Protection District reserves the right to reject a proposal from any Firm which appears to be unqualified to successfully perform the work. Qualification will include successful completion of similar projects; financial, bonding and insurance capacity; satisfactory references and other factors that may affect the Firm’s ability to complete the project in a timely manner.
5. Preparation of Proposals. All proposals for the work must include the information requested in the Request for Proposals. The proposal must be dated and signed by an authorized representative of the Firm. Pleasantview Fire Protection District may reject a proposal that (a) contains an omission, erasure, alteration, or addition not called for, (b) is a conditional proposal, (c) is an alternate proposal unless called for, or (d) contains irregularities.
6. General Provisions. Pleasantview Fire Protection District at any time may make clarifications, corrections, or changes in the Request for Proposals prior to the proposal

opening. All Firms or prospective Firms will be informed of each clarification, correction, or change.

7. Questions. Questions concerning the Request for Proposals must be submitted by e-mail to jbuckley@plvw.org by February 14, 2019. Responses from Pleasantview Fire Protection District to questions, if any, will be made by issuance of an emailed addendum to these proposal documents distributed to all prospective Firms. Each Firm must ascertain prior to issuing a submittal that all addenda issued have been received and, by issuing a submittal, such act will be taken to mean that such Firm has received all addenda and that the Firm is familiar with the terms thereof and understands fully the contents of the addenda.
8. Proposal Materials. All material submitted regarding this Request for Proposal becomes the property of Pleasantview Fire Protection District and will be returned to the submitting Firm at Pleasantview Fire Protection District's sole discretion. Proposal documents may be reviewed by any person, including the general public, after the final selection has been made. Pleasantview Fire Protection District may use any ideas presented in proposal documents. Disqualification of a Firm does not affect that right.
9. No Liability for Costs. Pleasantview Fire Protection District is not liable for any costs incurred by a Firm prior to execution of a written contract.
10. Form of Contract. The contract between Pleasantview Fire Protection District and the successful Firm will be in the form of the contract included in these proposal documents. Although certain contract provisions may be adjusted to the circumstances of the project, there will not be revisions to the standard provisions in the contract. The refusal of the successful Firm to accept any provisions in the contract may result in cancellation of the award by Pleasantview Fire Protection District.

The contents, or some of the contents, of the proposal of the successful Firm may become part of the contract, as determined by Pleasantview Fire Protection District.
11. References and Clients. Pleasantview Fire Protection District may contact any reference or client listed in the submitted documents for information that may be helpful to Pleasantview Fire Protection District in evaluating the Firm's performance on previous assignments and projects.

Pleasantview Fire Protection District may contact any previous professional client of the Firm regarding personnel of the Firm that may be helpful to Pleasantview Fire Protection District in evaluating the Firm's performance on previous assignments and projects.
12. Ambiguities. Each Firm must notify Pleasantview Fire Protection District promptly of any ambiguity, inconsistency, or error the Firm may discover during examination of the proposal documents. If Pleasantview Fire Protection District makes an interpretation, correction, or change to the proposal documents, then the interpretation, correction, or change will be made by written addendum distributed to all prospective Firms. No interpretation, correction, or change made in another manner will be valid.
13. Proposal Evaluation and Final Selection. After the proposals are opened, Pleasantview Fire Protection District will review each proposal for conformance with the proposal requirements.
14. Withdrawal of Proposals. No proposal may be withdrawn within the first 90 days after the proposal opening.

15. Rejection of Proposals. Proposals that are not submitted on the proposal forms or that are not prepared in accordance with these Instructions to Firms may be rejected. If such a proposal is not rejected, then Pleasantview Fire Protection District may demand correction of all deficiencies and accept the proposal after it is brought into compliance with the proposal documents.
16. Acceptance of Proposals. Each proposal is an offer only, and the decision to accept or reject that offer is a function of quality, reliability, capability, experience, reputation, and expertise of the Firm.

Pleasantview Fire Protection District may (a) accept the proposal that is, in Pleasantview Fire Protection District's judgment, the best and most favorable to the interests of Pleasantview Fire Protection District and to the public, (b) reject the low price proposal, (c) accept any item of any proposal, (d) reject any one, or all, proposals, and (e) waive irregularities and informalities in any proposal submitted or in the proposal process, except that the waiver of any defect or informality will not be a waiver of any future or similar defect or informality. No Firm should rely on, or anticipate, waivers of errors, irregularities, or informalities in submitting its proposal.

When Pleasantview Fire Protection District has identified the successful proposal, the successful Firm will be required to execute a contract included as Appendix C at the agreed prices and scope of work indicated in the proposal documents.

Appendix B

REQUEST FOR PROPOSAL DOCUMENT

PROPOSAL SUBMISSION SUMMARY

Proposal Due Date: March 21, 2019 at 4:00 p.m. Central Standard Time (CST)

Submit: Electronic version of proposal in PDF or Word format
Printed version of proposal
Document #1 System Pricing
Document #2 Options Premise Based
Document #3 Itemized Pricing
Document #4 General Certifications Requirements
Manufacturer’s written assurance of Vendor support
Any additional supporting information
Exception Statement (if applicable)
List of 5 references

Deliver to: John Buckley, Fire Chief
Pleasantview Fire Protection District
1970 Plainfield Road
La Grange Highlands, Illinois 60525

Effective immediately upon release of this Request for Proposal (RFP) and until notice of contract award, all communications from proposers regarding this RFP shall be directed to:

John Buckley, Fire Chief
Pleasantview Fire Protection District
1970 Plainfield Road
La Grange Highlands, Illinois 60525
e-mail: jbuckley@plvw.org

Pleasantview Fire Protection District, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any information from any other source shall not be considered official and proposers relying on information from other sources do so at their own risk.

Listed below are specific and anticipated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed. An addendum to this RFP will be issued in the event that it is necessary to change any of the specific dates and times in the summary of events listed below:

Milestone	Anticipated Timeframe
Proposal issuance	February 1, 2019
Deadline for clarification questions	February 14, 2019
Final addendum distribution	February 22, 2019
Site Visit of Stations 1, 2, and 3	February 22, 2019 at 9:00 a.m.
Proposals due	March 21, 2019 at 4:00 p.m.
Contract award	April 9, 2019
Installation Complete Date	Within 90 days of Contract Award

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1. **INTRODUCTION**

Pleasantview Fire Protection District is interested in soliciting proposals from qualified providers of premise-based VoIP telephone systems whose product offering meets or exceeds current requirements and whose complete product offering provides a robust solution that will allow Pleasantview Fire Protection District to continue to leverage this investment well into the future as the needs of Pleasantview Fire Protection District continue to grow.

The specifications of this project are an integral part of Pleasantview Fire Protection District's formal Request for Proposal (RFP). All responding Firms are required to review this document in detail and acknowledge their understanding of the technical aspects of this project in order to be considered a responsible Proposer.

Pleasantview Fire Protection District requires an on-premise Pleasantview Fire Protection District owned solution. Pleasantview Fire Protection District will consider either outright purchase, lease or other financing options.

.1 **RFP Definitions**

The following definitions are used in the RFP:

- A. **Client** or **FPD** refers to Pleasantview Fire Protection District.
- B. **FD1** refers to Fire Department 151 Location
- C. **FD2** refers to Fire Department 152 Location
- D. **FD3** refers to Fire Department 153 Location
- E. **Vendor, Proposer, or Respondent** refers to a Firm, company or organization submitting a proposal in response to this RFP.
- F. **VoIP Telephone System, the telephone system, or system** means the solution that the successful Vendor(s) responding to this RFP will be responsible for providing.
- G. **IP Paging System, the paging system, or speakers** means the solution that the successful Vendor(s) responding to this RFP will be responsible for integrating with at all locations.
- H. **Radio Broadcast, Overhead Sound, Overhead Music, or Background Music** refers to the sound that will be from the input source coming directly from the Pleasantview Fire Protection District radio.

.2 **Pleasantview Fire Protection District Background**

The Pleasantview Fire Protection District, of Cook and DuPage Counties, Illinois, is an Illinois municipal corporation organized and operated pursuant to the Fire Protection District Act. It provides fire suppression, rescue and fire prevention services to Countryside, Burr Ridge, Indian Head Park, Hodgkins and Unincorporated Cook County.

.3 Contact Information

A. Questions regarding this RFP can be addressed to:

John Buckley, Fire Chief
e-mail: jbuckley@plvw.org

.4 Network Infrastructure Configuration (WAN & Internet)

- A. Pleasantview Fire Protection District's network consists of 3 buildings. These sites are connected via VPN at this time. Pleasantview Fire Protection District will be implementing a wireless solution at a later date.
- B. A maintenance program is in place to support all key components of the network.
- C. To support the network, external vendors are used as needed.
- D. Pleasantview Fire Protection District network will be upgraded to a cloud managed PoE+ switching infrastructure. Switching for voice and data traffic will be on separate switches.

.5 Data Network

- A. The users report that the network is very reliable and has few issues. It has a high reliability of above 99%.
- B. The network is primarily used for data and other applications, including time sensitive MS-SQL, 911 dispatch, IP Video, and email system traffic.
- C. The LAN technology is also based on 10/100/1000 Gigabit Ethernet technologies.
- D. Most workstations are connected using 10/100/1000Tx Ethernet.

.6 Logical Network

- A. Multiple VLANs will be used on the network. All buildings will be segmented with multiple VLANs for better traffic management. There will be a dedicated IP Subnet and VLAN ID for System
- B. TCP/IP is used on the WAN and LAN, as OSPF routing will be implemented for failover once the wireless system is in place
- C. Voice Traffic is not presently on the network, but preliminary planning and provisioning for VoIP on the network is already in place.
- D. IP Subnets are assigned to the VLANs as necessary.

.7 Server & Operating System Standard

- A. Pleasantview Fire Protection District has virtualized the environment using VMware vSphere. The server environment is not available for use by the Vendor for any part of the System.
- B. Pleasantview Fire Protection District uses an Endpoint Security solution for antivirus protection on the servers and workstations.

.8 Existing Phone Infrastructure

- A. Pleasantview Fire Protection District has existing 3rd party digital key solutions utilizing Cat3

cable.

- B. Not all phones are located at a user's workstation with a PC present.
- C. Current system uses a combination of AT&T Centrex and analog lines.

.9 Desired Phone Connectivity

- A. IP Phone locations that will be used by a user that is located next to a PC must contain 10/100/1000 connectivity and have a 2nd port in which the PC will be connected. The phone will then reuse the existing Cat5/5a/6 cabling.
- B. IP Phone locations that are not used by a user that is located next to a PC may contain 10/100 or 10/100/1000 connectivity.
- C. All IP Phones must be powered via existing FPD owned PoE+ switching
- D. All phones must comply with IEEE 802.11af or IEEE 802.11at standards. Total power consumption is not to exceed a 350-watt PoE budget per 24 phones. This is not the limit of the switches; this is the lowest limit based on current PoE consumption for other devices.

.10 Scope of Work

- A. The intended primary objectives of this project are:
 - 1. To improve communication to the residents by telephone;
 - 2. To provide uninterrupted and continuous service to constituents;
 - 3. To provide the capability to expand the services a telephone system offers;
 - 4. To share equipment and services between facilities, reducing cost and duplication;
 - 5. To replace outdated equipment which can no longer be adequately serviced; and
 - 6. Fully integrate voicemail into new telephone solution so that users and administrators can efficiently and effectively function in their day to day operations.
- B. The project encompasses the following:
 - 1. Though this RFP asks for additional network hardware, the new hardware will be configured and integrated by Pleasantview Fire Protection District's existing IT vendor;
 - 2. Gathering end-user information to be used in programming the new system;
 - 3. Providing, programming, installing, and connecting all equipment necessary to provide a fully functioning telephone telecommunications system that meets Pleasantview Fire Protection District's voice call processing requirements;
 - 4. Connection to public network telephone services via native SIP service;
 - 5. Conduct end-user and system administration training;
 - 6. Conduct system "fail-over" testing, if this optional item is chosen;
 - 7. Provide on-site "post cutover" support;
 - 8. Removal of the existing telephone system equipment after the new system is installed. All equipment removed will remain in the possession of Pleasantview Fire Protection District;
 - 9. System downtime may only occur during non-business hours. Accommodation for shift schedules need to be considered.

- 10. Project Proposal will include any and all overtime or afterhours rates. Proposal needs to account for any work that will be formed at times that will accommodate the needs of Pleasantview Fire Protection District. Training must accommodate for users on three (3) separate shifts and not all employees will work on the same day.

.11 Proposed System Physical Locations

FPD Facilities	Address
Pleasantview Fire Protection District Station 1	1970 W Plainfield Rd, La Grange Highlands, IL 60525
Pleasantview Fire Protection District Station 2	7675 Wolf Rd, Burr Ridge, IL 60527
Pleasantview Fire Protection District Station 3	9096 Joliet Rd, Hodgkins, IL 60525

.12 System Objectives

- A. Location transparency through seamless transfers and master auto attendant;
- B. Each System will require separate Day/Night schedules;
- C. Each System will have their own auto attendant.
- D. Direct calling to all departments and divisions as well as selected staff members;
- E. Use of distinctive department number “hunt groups” to facilitate Pleasantview Fire Protection District’s policy of personally answering incoming calls during business hours;
- F. Provide a voice processing (voice mail, automated attendant, UC) system that is easy to use for both callers and staff;
- G. Program/Information Numbers through announcement mailboxes with individual DID numbers;
- H. Utilize an automated attendant to guide callers to the proper departments and divisions as well as selected staff members ;
- I. Centralized system management which will facilitate changes to the system configuration at each site from other locations.

.13 Implementation Time Frame

See Anticipated Timeframe table in Proposal Submission Summary on page 1 of this Appendix.

.14 Proposal Response Requirements

- A. All proposals must be submitted to the address provided, and outlined as described below. Proposals received after the deadline will not be accepted and will be deleted from the inbox. Proposals may not be delivered via email, facsimile or mail.
- B. Proposal Format
 - Envelope Title: PVFPD RFP Bid Response – Phone Vendor/System Name - Company
 - Attention: John Buckley, Fire Chief
 - Summary Page: Must contain an index of documents, bid proposal amount without optional items, required down payments, any exceptions listed by location, and the latest date the

order can be place in order to complete the installation within 90 days of Contract Award.

C. Each Proposer is required to submit the following articles to be considered a responsible Proposer:

1. Vendor Proposal to include:

- A narrative describing the proposed scope of services for the performance of this project;
- List of equipment proposed with manufacturer and model numbers and itemized pricing;
- A proposed implementation schedule showing milestones given in days from contract execution date;
- The names and qualifications of the project manager, lead technician, supporting technicians, dedicated staff trainer, and all others who will be assigned to the project;
- List of any exceptions to the specifications, or a statement that no exceptions are being needed;
- List of references for similar projects with name, address, email and phone number;
- Assurance from the vendor that the proposed system is fully compatible with native SIP services;
- Provide at least two (2) quotes for SIP service for all three (3) locations.
 - Service should be on a dedicated circuit.
 - Quote must include the SIP Trunks as outlines
 - Quote must include the existing DIDs within Pleasantview Fire Protection District.
- Acknowledgment of receipt of these specifications and any RFP addendums; and
- Acceptance of each heading, subheading, and components of this RFP by individual acknowledgment

2. Section 6-Attachments

3. A manufacturer's written assurance of Vendor support outlined in section 2.4

4. Any additional supporting information

5. A Vendor's statement of exception outlining any exceptions it takes in the requirements of the RFP and explanation

D. The RFP is designed to provide each vendor the ability to discuss creative solutions to the telecommunication requirements of Pleasantview Fire Protection District. If your proposed system has additional capabilities, functions, or enhancements that are not mentioned as standard in the specification, please provide the necessary information.

E. Pleasantview Fire Protection District will select the most responsive and responsible bidder. A system cost analysis will include hardware acquisition, manufacturer upgrades and annual maintenance. After the proposals have been reviewed, selected vendors may be requested to make a presentation. Until that time, only the originally quoted price will be considered. Prices submitted after the receipt of proposals, unless requested by Pleasantview Fire Protection District, will not be considered valid.

F. Responses to the RFP shall be in one envelope. Any Firm brochures and/or information

pertaining to the qualifications of the vendor and/or manufacturer may be submitted, but all must be included in a single envelope and on the digital copy.

- G. If a Vendor omits from their RFP submission any of the materials described above, Pleasantview Fire Protection District will retain the right to eliminate the proposal from consideration.
- H. Pleasantview Fire Protection District reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. Pleasantview Fire Protection District further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all Proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate. Pleasantview Fire Protection District may seek clarifications from a vendor at any time and failure to respond promptly may be cause for rejection. Pleasantview Fire Protection District also reserves the right to consider those vendors it determines shall provide the most advantageous services and to negotiate with one or more vendors to develop contract terms acceptable to Pleasantview Fire Protection District.
- I. Pleasantview Fire Protection District is not obligated to return any responses or materials submitted by a vendor as a result of the Request for Proposal.
- J. Proposals will be accepted until March 21, 2019 at 4:00 p.m. Central Standard Time (CST).

2. GENERAL CONDITIONS, QUALIFICATIONS, STANDARDS, & PROCEDURES

.1 General Conditions

- A. This RFP is issued pursuant to applicable provisions of Pleasantview Fire Protection District's Purchasing Policies and Procedures. Responses to this RFP shall be reviewed by the FPD VoIP RFP consultant and/or key FPD appointed personnel to avoid disclosure of contents that may contain confidential or proprietary information to competing Respondents.
- B. Pleasantview Fire Protection District will not be liable in any way for any costs incurred by respondents in replying to this RFP.
- C. An agreement or contract resulting from the acceptance of a Proposal shall be on forms approved by Pleasantview Fire Protection District's legal counsel and shall contain, as a minimum, the applicable provisions of this RFP and the Proposal itself. Pleasantview Fire Protection District reserves the right to reject any agreement or contract which does not conform to the request for Proposal, the Proposal of the Firm concerned, or Pleasantview Fire Protection District's requirements for agreements and contracts.
- D. The contracted Firm shall not assign any interest in the contract and shall not transfer any interest without the prior written consent of Pleasantview Fire Protection District.
- E. If, through any cause, the contracted Firm fails to fulfill the obligations agreed to in a timely and proper manner, Pleasantview Fire Protection District shall have the right to terminate the contract by notifying the Firm in writing and specifying a termination date not less than thirty (30) calendar days in advance. In such event, the contracted Firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- F. Any modifications to or clarifications of this RFP will be distributed by the FPD to each Respondent requiring to be so informed, who also provides a phone number and email address for such purpose.
- G. The equipment proposed in response to this "Request for Proposal" must be capable of performing all functions described in the specifications. Where a vendor wishes to make a proposal that does not meet specifications, an Exception Statement shall be supplied stating all features and functions to which the exception is being taken, and the effect of this exception.
- H. The system components must be the latest model and software releases available at the date of installation. Should new products and/or software be announced prior to installation, the vendor is required to inform Pleasantview Fire Protection District of the new products. Pleasantview Fire Protection District shall maintain the right to substitute the new products for those proposed. The Vendor shall make any differences in cost known prior to Pleasantview Fire Protection District's decision on new software.
- I. Competent personnel shall perform installation work. All work shall be done in a neat, craftsman-like manner and all cables shall be terminated in a manner to ensure that all applicable laws, ordinances, rules, regulations, and order of any public authority having jurisdiction for the installation of communications equipment are complied with.
- J. Pleasantview Fire Protection District reserves the right to approve any contractor employees and subcontractors for this project. Each proposing vendor must identify the name of and

information (background and experience) about any persons to be involved in this project. This includes a description of the work the person will perform.

- K. The vendor will further guarantee that the equipment shall satisfy a 15% growth requirement over the base that is detailed under Section 4 System Configuration and Components for the life of the system.
- L. Pleasantview Fire Protection District shall have the express right to modify station requirements prior to cutover date at no increase in cost other than that Proposer defines in the Pricing Attachments.
- M. Each vendor shall submit with its proposal sales and technical information that completely describes the equipment covered by the proposal. Copies of all contracts shall be attached with the proposal, including, but not limited to, sales, warranty, maintenance, etc.
- N. The proposal must be firm for acceptance for a period of 180 days, and prices quoted must be firm for the entire contract period.
- O. FPD reserves the right to determine whether a vendor is responsible and responsive, and has the ability and resources to perform the contract in full and to comply with the specifications. FPD reserves the right to request additional information from the vendor to satisfy any questions that might arise. FPD further reserves the right to reject any or all proposals or to issue an invitation for new proposals.
- P. Certificates of insurance in addition to other clauses in the contract protecting FPD from costs arising out of permits, patent protection, royalties, building damage clean up and subcontractor's work will be required of the successful vendor.
- Q. By submitting a proposal, the Proposer is certifying that they are not barred from contracting with any unit of State or local government and they comply with all laws and regulations.
- R. FPD officials shall direct the examination of the Proposals and other documents submitted to determine the validity of any written requests for nondisclosure of proprietary or confidential information. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information unless otherwise determined by Pleasantview Fire Protection District. All data, documents and other information developed because of these contractual services shall become the property of Pleasantview Fire Protection District. Based on the public nature of RFP's a Respondent must inform Pleasantview Fire Protection District, in writing, of the exact materials in the submittal, which it believes, are proprietary or confidential, and should not be made part of the public record in accordance with the Illinois Freedom of Information Act. The Respondent will be financially responsible for all expenses of Pleasantview Fire Protection District, its public officials, consultants, employees, agents and representatives in defending the denial of access to such material pursuant to a Freedom of Information Act request.

.2 Applicable Regulations and Standards

- A. All standards, regulations, work rules, product specifications and workmanship practices listed will apply to this project unless otherwise approved by Pleasantview Fire Protection District.
 - 1. National Electrical Code (NEC)
 - 2. Occupational Health & Safety Administration (OSHA) Standards
 - 3. American National Standards Institute (ANSI)
 - 4. Local Electrical and Safety Standards
 - 5. Underwriters Laboratory (UL)

6. The Institute of Electrical and Electronics Engineers (IEEE)
 7. TIA/EIA 568-B Commercial Building Telecommunications Wiring Standards
 8. TIA/EIA 606 Building Infrastructure Administration Standard
 9. TIA/EIA 607 Grounding and Bonding Requirements
- B. Include information that addresses the manufacturer's compliance with Federal Energy Star standards related to the components of the system (servers, telephones, gateways, etc.).

.3 Proposal Evaluation and Vendor Selection

- A. FPD has a procedure by which proposals are reviewed; this approach allows Pleasantview Fire Protection District to evaluate the vendors based on the type of equipment proposed, the cost of their services and/or equipment, their ability to complete the work within a required amount of time, their past record in performing similar work and their ability to work with local staff. The following factors will be evaluated for each vendor that submits a proposal:
1. **Manufacturer Strength:** Financial strength, years in business, system's market share, product's current life cycle position, accessibility of support.
 2. **Vendor Support:** Number of similar systems installed, manufacturer support, number of certified technicians on proposed systems, number of systems under maintenance agreements, references.
 3. **System Resiliency:** The system's ability to survive component failure and/or public telephone network failures (i.e. SIP failure, WAN failure).
 4. **The proposed system's ability to meet current and potential requirements:** Multi-site integration, ease of system administration, and flexibility of system programming.
 5. **Telephone instruments:** Ease of use, functionality, variety and cost.
 6. **System cost:** System acquisition, post warranty support and telco installation. Pleasantview Fire Protection District reserve the right to adjust features and quantities from those requested to address budgetary considerations.
 7. **User References:** The vendor's current clients used as reference of system/service operability and reliability.
 8. **Product Demonstrations:** Proposed system to be demonstrated and evaluated by select FPD staff for operability.
- B. Pleasantview Fire Protection District will select a vendor on the basis of the responsiveness of the proposal to the RFP requirements and willingness to negotiate and execute an acceptable written agreement. Pleasantview Fire Protection District reserves the right to reject any, some or all proposals and to request written clarification of proposals and supporting materials.
- C. Responses may be rejected if the vendor fails to perform any of the following:
1. To adhere to one or more of the provisions established in this RFP
 2. To submit a response and complete all required forms
 3. To demonstrate technical competence
 4. To submit a response on or before the deadline
 5. To fulfill a request for an onsite presentation
 6. To arrange and conduct a visit to a customer currently using the proposed system

- D. Discussions may be conducted with responsible entities that have submitted proposals in order to clarify certain elements. Proposals shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision. Any such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers at the discretion of Pleasantview Fire Protection District. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing proposers. The selection shall be done by a review team and will be recommended to Pleasantview Fire Protection District Board for final approval.
- E. FPD reserves the right to negotiate with more than one potential awardee after the submission of all proposals.
- F. FPD may award a contract based on initial proposals received without discussing such proposals among the vendors.
- G. FPD reserves the right to accept any submittal, or any parts or parts thereof, or to reject any, some or all submittals.
- H. FPD reserves the right not to fund any of the respondents to this RFP.
- I. FPD in accordance with the laws of the State of Illinois hereby notifies all Firms that it will affirmatively insure that the agreement entered into pursuant to this notice will be awarded to the successful Firm without discrimination according to the Illinois Fair Employment Practices Act.

.4 Vendor Questionnaire

In order to ensure Pleasantview Fire Protection District will have the necessary information to select an appropriate vendor/system, the vendor must address each of the following issues:

- A. If the vendor is a dealer/distributor, full information must be given about the manufacturer and the model of the system being proposed, as well as, current financial and historic data on the manufacturer(s). Any other manufacturers involved in providing peripheral equipment should be noted.
- B. Indicate if a trade-in allowance is available should Pleasantview Fire Protection District decide to upgrade to a more technologically advanced system with the same manufacturer at a future date. Indicate the history of system upgrades and the costs incurred to maintain the most current system and software.
- C. A written statement from the manufacturer must be included indicating the availability of parts for the expected ten (10) year useful life of the system.
- D. Clearly state the warranty period during which service charges will not apply and what is covered. The period of the warranty will begin on the date of FPD acceptance, not the cutover.
- E. State the names of the principals in the Firm's company.
- F. The Firm, as a condition of award of the contract, must provide detailed financial information on the company and be available to meet with FPD personnel to provide additional information, if required.
- G. State how many of the proposed systems with three (3) or more separate locations your company has installed. Also state how many of the systems you are proposing have been installed for Public Safety or Emergency communication centers.
- H. State how many of the systems you are proposing have been installed nationally.
- I. Include a separate customer list, including contact name and telephone number, of at least

three (3) local government or public safety systems installed by your office similar in size and application.

- J. The Firm must disclose any formal complaints filed and/or judgments made by their clients.
- K. Provide information concerning the number of years in business and the number of years your company has been installing the proposed system.
- L. Confirm that your company is a factory authorized representative for the equipment you are proposing. Also provide information on any certifications/designations (i.e. Gold, Platinum Dealer) issued by the manufacturer to your Firm or members of your Firm.
- M. State the address of the service and repair center that will install the system and provide maintenance for the proposed system.
- N. In the event of a natural disaster, fire, or other catastrophe, indicate the interval to install a working on-line system. Has your Firm either on a national or state basis been involved in this type of emergency? If yes, provide Customer reference.

3. SYSTEM REQUIREMENTS

.1 System Definitions

A Premise Based VoIP Unified Telecommunications System is defined as a system that is purchased or leased by the FPD, and that is physically located “on site”. This means that the physical system equipment will be installed on the premises at Pleasantview Fire Protection District where the telephones are used. Premises Based systems also require the purchase of external telecommunications services to make and receive calls via the Public Switch Telephone Network (PSTN). A Premises Based system may be managed by the FPD, or could also be managed by the Vendor, or both.

.2 System Architecture

- A. Proposal must state the system, model, and software of the equipment.
- B. Provide a statement regarding the proposed manufacturer’s plans for the proposed system design including any enhancements or obsolescence being considered in the near future.
 - 1. Include assurance of the manufacturer support the proposed software for the life of the system
 - 2. Include proposed software enhancement capabilities
 - 3. Describe the history of the proposed system. Be sure to include date of introduction, dates of new software releases, and dates of introduction of new equipment.
- C. Pleasantview Fire Protection District requires the following capabilities across the multi-site system:
 - 1. Uniform dialing plan
 - 2. Centralized Voice Processing System
 - 3. Centralized Call Accounting (Optional)
 - 4. Centralized System Administration
 - 5. Network (telco) services sharing between sites.
 - 6. Ability to upgrade/patch/maintain system without call processing interruption
- D. The system shall not consist of the following:
 - 1. Use of products that are Open Source without manufacture support
 - 2. Use of products with a CVSS score of 5.0 or grater
 - 3. Use of products with a CVSS Score of 2.0 or greater without supplying a list to Pleasantview Fire Protection District that contains the following items:
 - Product name and description
 - The CVSS Score for that item
 - The CVE ID for that item
 - The CWE ID for that item
 - Vulnerability Type

- E. The system must be scalable, capable of supporting additional telephones to accommodate growth at Pleasantview Fire Protection District's current locations as well as the ability to incorporate additional new locations into the system. Proposal must include all the requirements to expand the system to accommodate:
 - 1. Additional telephone instruments
 - 2. An additional location (WAN connection) and scalable up to 96 lines total (see 4.4 for maximum guidelines), system-wide
- F. Proposal must state any limitations on traffic handling capacity of the system; both internal and between sites. Describe what is necessary to raise the system's internal traffic handling capacity.
- G. Proposal must state the process by which the proposed system is upgraded with additional software enhancements or a new software package. Indicate the following:
 - 1. Associated cost
 - 2. Work to be completed "after hours".
 - 3. List the history of hardware changes required to accomplish upgrades of same system proposed. If so, please describe what hardware had to be replaced and the cost to do so.
- H. Proposal must state the physical requirements of the proposed system. This is to include actual room size required, rack space, floor weight-bearing capacity, electrical requirements, and air conditioning.
- I. Proposal must provide the following information for the system (Premise-based solutions):
 - 1. Number of telephones supported (hardware and licenses)
 - 2. Number of analog stations supported (hardware and licenses)
 - 3. Number of Native SIP trunks supported
 - 4. Number of business lines (POTS) supported
 - 5. Software limitations (i.e. number of extensions (actual and virtual) or other limitations)
 - 6. Provide a complete software and hardware inventory of the systems proposed.
- J. Pleasantview Fire Protection District requires that the system will provide "toll call" quality. 100% call completion and latency of 100 milliseconds or less is required.
- K. The system must provide integration features for interfacing with existing recording and public safety equipment.
- L. Any external calls transferred to the 911 dispatching entity must meet the requirements associated with a Public Safety Answering Point (PSAP).

.3 Location Transparency

A primary requirement of Pleasantview Fire Protection District's telephone system is that it provides location transparency:

- A. Uniform 4-digit dialing to any telephone at any FPD facility. This capability will be extended to all FPD locations;
- B. The ability to transfer a call directly to any FPD telephone at any location;
- C. The ability to forward calls (busy, no answer, all) to any other telephone in Pleasantview Fire Protection District;

- D. The ability to program call coverage between locations; and
- E. The system will include the ability to permit trunks (SIP) terminated at one site to be directed to another site should the service at one site be disabled.

.4 Telephone System Features

Proposal must describe and/or list the features provided by the proposed solution. Highlight features which address the following requirements (and note any deficiencies as well):

- A. The proposed system must be able to forward voicemail to users email account. The voicemail-to-email feature should allow the user to play the voicemail from their computer or personal device. If transcription (voicemail to text) is an option, please indicate if this feature is an optional item if not a standard feature.
- B. The proposed system will provide direct dialing to all staff specific departments. FPD staff must be able to distinguish calls for their department from calls to specific individuals. The system must be able to process these calls separately.
- C. The system will include automatic call routing software to permit use of multiple trunk groups for outgoing calls
- D. The system must provide the ability to limit “choke” the number of calls to specified DID numbers.
- E. Caller ID should be provided on each call prior to answering the call. Caller ID should be passed with any call that is transferred; including calls processed by Pleasantview Fire Protection District's Automated Attendant and calls transferred from other FPD facilities.
- F. The caller ID for FPD telephones (the number people see when being called by FPD staff) should be flexible whereby multiple phones may have the identical caller ID. Each department will have their own outbound caller ID as well as some individuals.
- G. Each telephone must be able to receive multiple calls. The telephones should permit the user to place a call on hold and place another call-in order to procure information related to the initial call.
- H. The telephones should provide the means for call coverage positions and other selected telephones to observe if other staff are currently on the telephone.
- I. The system should permit an extension to be present at more than one location. Staff assigned positions in two buildings can be reached by utilizing a single extension number regardless of their location.
- J. Users should be able to program their extension to appear with all its features temporarily at another telephone. This would be useful, for example, when someone moves from their desk to provide service at another location.
- K. The system should provide the means to easily take a call back should it have been transferred to a phone that does not answer.
- L. Five party conference calling initiated by a single extension.
- M. Ability to permit someone to place a call on hold (in “orbit” or “call park”) and allow it to be retrieved from any other telephone. The timer for parked calls to be recalled must be independent for the “on hold” recall timer.
- N. Directed Call Pick-up
- O. Group Call Pick-up

- P. Separate “Night” modes for each location. “Night” modes will send calls to either an automated attendant greeting specific to the location and/or to another telephone at another location. Callers reaching an automated attendant greeting must be able to dial an extension, access a dial by name directory or leave a message in a department voice mailbox.
- Q. Within a single building, multiple departments will reside and some offices have different hours of operation. Can the system provide separate “night” modes for each department? How many separate “night” modes are available?
- R. Unusual circumstances may require Pleasantview Fire Protection District's main number to be forwarded to another facility. Describe how this can be accomplished 1) by Pleasantview Fire Protection District's main attendant and 2) remotely if no one is in the building.
- S. Provide for off-site call transfer capability
- T. Telephone Ringing
 - 1. Must provide the means to distinguish between internal and external calls
 - 2. Must provide the means to differentiate one ringing telephone from another
 - 3. Must provide the means to provide the option for one telephone to ring “longer” than another before forwarding to another destination (i.e. voice mail)
 - 4. Must provide name of caller and extension for internal incoming calls
 - 5. Must be able to determine the difference between a department call and a direct dial call.
- U. The system must support calling party name display for external and internal site-to-site calls. Caller ID to be displayed for all incoming calls (including new (second or third) call when off-hook on another call). State the number of characters displayed.
- V. Outgoing caller ID programming must permit the following on a station-by-station basis:
 - 1. Send DID number
 - 2. Send Department number
 - 3. Send CESID number for “911” calls
- W. Music-On-Hold: Please describe the proposed system’s ability to accommodate separate message/music on hold sources for each building and/or department and the process required to replace the message/music. If this requires additional equipment, provide specifications for it. Please provide the cost of this as an option in Section 6.1-System Pricing.
- X. Telephones must have the ability to act as a paging speaker. Proposal must include the maximum number of instruments that can be paged at one time, how many groups of telephones can be programmed, the maximum number of telephones that can be programmed in a group, and if a telephone can be included in more than one group.
 - a. The system must be able to interface with external paging systems. Please describe what hardware/software is needed to do this, and provide a list of compatible paging systems if applicable.

.5 Voicemail and Unified Messaging

Pleasantview Fire Protection District requires an integrated voicemail system capable of supporting traditional voice messaging functions and unified messaging with FPD email. Unified messaging is understood to be the combination of voice messages, email messages, and fax messages accessed through a common interface. At a minimum, the new system requirements are:

- A. For the facilities included in the proposal the voicemail system must support 150 mailboxes at FD1, 10 mailboxes at FD2 and FD3, and provide unified messaging. The cost to provide unified messaging for 100 users must be provided on the pricing page (Section 6).
- B. A voice messaging system to be fully integrated with telephone system(s) at all locations (i.e. message waiting notification by Message Waiting light, transfer from the voice mail system to another telephone system extension, the system will permit callers to enter "0" to access a live operator and/or another extension particular to their location or default to the operator if the caller does not make an entry).
- C. The voice mail system should be easy to use. The process of activating an alternate greeting so that callers receive accurate information about staff availability must be easy.
- D. The system should provide automatic programming of Holiday greetings and easy to use programming to change greetings should a special circumstance (closures due to weather) require it. The ability to change greetings, should a special circumstance, needs to be able to be done remotely without administrative access to the phone system. This will be done independently for each department.
- E. Email notification of voice mail messages should be available for users who desire this feature.
- F. The process to transfer a call directly to a user's voice mailbox without having to ring the telephone should be simple. Describe the steps necessary to complete this function.
- G. The voice processing system must be capable of supporting multiple "V" trees where callers can access information by selecting from menu items through several levels.
- H. The voice mail system must permit group messages to be delivered to multiple mailboxes.
- I. Automated Attendant must have the capability for "night answer," permitting dial by name, dialing an extension or leaving a message in a department voice mailbox.
- J. A separate DID number ("back-door") for 24-hour access to automated attendant and voice mail without having to speak to a person.
- K. Night mode (activated by a key on a telephone(s) and by an internal system timer) that will direct all incoming calls to the Automated Attendant. Because the hours of operation of each facility are different, it will be required that each System will enable the night greeting according to their individual schedule.
- L. Override Automated Night Mode: Can the system's pre-programmed time of day routing (day-ringing specified telephones; night calls routed to Automated Attendant) be "overridden" in the event of an unforeseen early closing? If so, please describe how this could be activated.
- M. If any physical server based systems are proposed, they must comply to RAID Level 5 standards, equivalent or higher. RAID10 with 6 or more disks may be considered as equivalent or higher.
- N. Please state if the system can be included in routine back-up procedures. If it cannot, the system must include a back-up system for data and disaster recovery purposes. Please explain options for backing up the system.

- O. The system must permit voice mailboxes to be programmed individually with specific message storage durations and specific maximum message lengths. Does the system permit this? If so, does the system provide the ability to establish voice mailbox “templates” with pre-established parameters?
- P. How many “greetings” (i.e. busy greeting, no answer greeting, vacation greeting, etc.) are included in voice mail user mailboxes? Can these be recorded, stored and activated by users as the occasion is called for?
- Q. The system must provide the ability to notify a designated station, within each department, of any 911 calls that are initiated. This station must be able to hear the 911 call but not disrupt the call. This is used to assist personnel with the ability to evacuate a facility or direct emergency services to the help the individual who called 911 in a quicker manner.

.6 System Management

Pleasantview Fire Protection District expects to continue to perform routine telephone and voice mail system changes utilizing in-house staff. System management software must be included.

- A. System administration and alarm monitoring functions will be accessible via the existing data network, thus permitting access from any FPD computer workstation connected to the internal network. This requirement shall include proper security measures to prevent unauthorized access to system administration functions. FPD assigned personnel or the supporting IT staff will need the ability to access the phone system remotely while restricting access from others outside the facility. Describe how you would achieve this feature and ensure security.
- B. The system administration software should be browser-based.
- C. The system must permit Pleasantview Fire Protection District to easily create and modify Automated “call trees”. Provide documentation that describes this process.
- D. Generally, the telephone system should provide a straight forward programming interface so that requests for changes can be made quickly and easily.
- E. The system should support multiple levels of administrative access. This would permit qualified users within a department to make routine programming changes (reset a voice mailbox password, add an appearance of an extension to a telephone).
- F. All telephones should be self-labeling so that programming changes will not require FPD staff to re-label the telephone(s) affected.
- G. All telephones should have a display and speakerphone
- H. No more than three (3) models of telephones should be used throughout Pleasantview Fire Protection District. Spare telephones will be purchased to facilitate repair. All phones must be of the same “Family” or “Series” to ensure easy of use across all phones.
- I. The system must permit Pleasantview Fire Protection District to easily upload audio files (i.e. .wav, .mp3) directly into the system for use as music/message on hold and for recorded greetings to be used with Automated Attendant call trees and informational mailboxes.
- J. Describe the proposed system’s self-diagnostic and monitoring capabilities.
- K. Describe the proposed system’s capability to identify the source of system performance problems.
- L. Describe the proposed system’s administrative notification capabilities to allow FPD

administration staff to be informed of any system problems short of experiencing them first hand.

- M. If additional programs are available to enhance Pleasantview Fire Protection District's ability to monitor and diagnose problems with the telephone system, please provide a description of their functions and the additional cost (System Pricing - Section 6). **Optional**

.7 Optional (Itemized)

- A. Provide, as an optional cost (System Pricing - Section 6) call accounting hardware, software, and any system interface requirements. Itemize costs associated with each site (i.e. storage devices and modems) in addition to the cost of the centralized processor. The cost of the system must include data base preparation and data entry as well as training on programming, report generation and system administration.
1. State model, manufacturer and call record capacity.
 2. Identify how many systems of this type your company installed.
 3. The system must provide identification and cost of outward dialed local and long distance calls on a station-by-station basis.
 4. The system must collect information on incoming and outgoing calls including date, time, destination and caller ID.
 5. The system must be able to generate hierarchical reports by individual station, department, site, total organization as well as various exception (duration, cost, frequency) reports. Reports organized by authorization code must also be available.
 6. Identify whether the system be attached to a Wide Area Network. If so, please provide the additional cost, if any, of doing so. Identify what resources are required of the network for this capability.
 7. Indicate whether the system has the capability to detect "toll fraud". If so, please provide the additional cost, if any, of this function.
- B. The system should include, as an option, the ability to schedule a conference bridge that will allow both internal extensions and external calls to join the conference call.
- C. The system should include, as an option, the ability to integrate a mobile telephone with a user's desk telephone. This would permit staff who are often away from their desk to receive calls from residents, contractors and/or other FPD staff.
- D. The system should include, as an option, redundancy that allows for failover of all functions of the system to another.
- E. Any items listed as add-ons to the standard features as outline in the RFP as "option" or "optional" within each request. They should be priced independently of any other optional item. If the optional items have prerequisites, this must be noted along with its associated costs.

4. SYSTEM CONFIGURATION & COMPONENTS

.1 Telephone System Equipment

Telephone Locations and System Configuration: The table below identifies each FPD location and desired basic system configuration for each.

A. Table 1

Location	Standard	Cordless	Side Car	Fax Machine	Analog Call Box	Analog Ring Down
Station 1	36	0	1	2	2	7
Station 2	10	1	0	2	2	7
Station 3	14	0	0	0	2	7
Station 4	0	0	0	0	0	0

B. Telephone Equipment Definitions

- Standard: This type of IP phone is intended for staff most staff members and will need a representation of no more than 6 programmable buttons along with standard telephone feature. (See Table for feature requirements)
- Cordless: This type of phone is intended for staff that are very mobile within the single location. This phone will need to operate as the same extension as the IP phone it is associated with. The phone will be required to ring along with the IP phone it is associated with. This phone can be analog or IP based. Analog is preferred. If the phone is to be analog, FPD will purchase the phone separately.
- Side Car: This is an add-on device that is intended for staff, or dedicated locations, who have call answering responsibility for more than one person or for the Department telephone number. The telephone connected to this add-on device must be able to answer multiple lines and monitor the status (busy lamp) of others in the department. This station must have the ability to easily transfer calls to other locations and corresponding personnel within the location with a click of a button. There should be no less than 10 DSS extensions present. (See Table for feature requirements)
- Fax Machine: The system must be able to support inbound and outbound faxing from FDP provided analog fax machine.
- Analog Call Box: The system must be able to support the use of the existing analog call boxes located on the exterior of each location. These boxes currently make a call to a group of phones when the button is pressed.
- Analog Ring Down: The system must be able to support the use of the existing analog emergency phones located on the exterior of each location. These phones currently make a call to a third party 911 dispatch facility when the phone is taken off hook. No user interaction is required, other than physically picking up the handset, to initiate the call to its required destination.

C. Telephone Set Requirements

- Multi Line Display
- Full Duplex Speaker Phone

- c. Message Waiting Lamp
 - d. Selectable Ring Tones
 - e. Caller ID
 - f. 2 “Line” representation
 - g. Self-labeling
 - h. Wall Mountable
 - i. Record Call to Voice Mail
 - j. Park
 - k. Page
- D. Compatibility with headsets are required. Assume approximately 20% of sets will require these. Provide the headsets as an optional item.

.2 Private Network Details

- A. It is the desire of Pleasantview Fire Protection District to utilize packetized (IP) voice to route voice calls over their LAN as well as the WAN in the event of system failure. If voice compression is used it must comply with the G711 standard.

.3 E911 Calling Line Identification

Pleasantview Fire Protection District may wish to utilize “Locator ID” software in conjunction with its CID service on the SIP service. The new system must support ANI identification to the appropriate Public Safety Answering Point (PSAP) serving Pleasantview Fire Protection District. The system must support ALI display to the 911 center. The system must include all components required to conform to the Illinois statutes regarding “E911”. This includes the ability to send CESID information through the PSTN to the PSAP.

- A. If the proposed system cannot perform this function please indicate how Pleasantview Fire Protection District will be able to comply with regulations mandating this.
- B. The system must provide an on-site alert indicating which telephone dialed 911. The alert must include the extension number and associated name of the telephone from which the 911 call was placed. Identify the cost to provide the alert to telephones and the cost to send the alert to a PC. Indicate if the notification can be sent to any FPD telephone and whether the destination of an alert be programmed to correspond to the source of the 911 call rather than establishing a single set of destinations for all 911 calls.
- C. Pleasantview Fire Protection District requires that the system be capable of displaying a different ANI when users place outgoing calls other than to 911. Identify the options available for ANI display when placing outgoing calls. Is it a system-wide or station-by-station programming option
- D. The system needs to route calls to the appropriate PSAP regardless of how dialed. (i.e. 9-1-1, 7-9-1-1, 9-9-1-1, etc)

.4 Sip Trucking

Pleasantview Fire Protection District will require that the Vendor ensure that each System can support no less the 24 SIP trucks. The System is to be provided with SIP Trucks at the date of “cut-over” and easily expandable as needed as outlined in the table below. If there are any

requirements or Vendor involvement to scale from the table below up to 24 SIP Trunks, provide the required involvement and corresponding costs as an option.

A.SIP Trunks by
Location

Location	Number of Trunks	Cost
Location A	16	24
Location B	6	24
Location C	6	24
Location D	6	24

5. IMPLEMENTATION

.1 Installation Requirements

Pleasantview Fire Protection District

The vendor will be required to provide project management utilizing Project Management Institute (PMI) standards. The vendor is required to perform all the tasks necessary to implement a VoIP telephone system solution with the following steps in mind:

- A. Ensure that all voice system components are installed and configured according to current manufacturer standards.
- B. Ensure that all routers and switches are installed and configured according to current manufacturer standards.
- C. Coordinate and test all system components' functionality.
- D. Install and test any third-party applications provided by the vendor.
- E. Allow FPD staff and supporting IT personnel to accompany and observe vendor staff as deemed appropriate by Pleasantview Fire Protection District. The intent of this requirement is to familiarize FPD staff and supporting IT personnel with the overall design, components, programming, operation and administration of the new system.
- F. The new telephone system must be installed to serve users on Pleasantview Fire Protection District's data network. As part of the project Pleasantview Fire Protection District requires that the vendor verify the installation location and the network design, prior to installation, to confirm that the hardware and software provided in the proposal is sufficient to support the desired applications.
- G. All installations must be performed in accordance with applicable building, safety, and FCC certification codes and regulations as well as all items mentioned in the general conditions section of this report.
- H. Ensure the vendor does due diligence in confirming that existing network will meet the needs of the new system. Pleasantview Fire Protection District requires the vendor to provide certified technical staff that has experience with integrated VOIP and Data network design and implementation. The vendor's certified technical staff must have experience with the equipment proposed and will personally perform the network IP re-design/implementation work with close FPD supervision.
- I. Full documentation and diagrams of the new design will be required.
- J. The vendor will provide certified engineer(s) to install the network hardware at each of Pleasantview Fire Protection District locations. Installation includes the following:
 - 1. Install hardware modules as needed (modular chassis only).
 - 2. Configure necessary parameters for protocols being used as agreed to by Pleasantview Fire Protection District. Pleasantview Fire Protection District will supply existing IP addressing schemes and Server naming convention.
 - 3. Mount all equipment and make necessary connections to Pleasantview Fire Protection District's networks.
 - 4. Conduct all tests necessary to verify the network meets the manufacturer's standards.

5. Validate the existing power, UPS, PDUs, and generator are adequate for the equipment being added.
- K. Implementation by Vendor includes installation and programming of all telephone system components and UPSs (if a dedicated UPS is required).
1. Mount all system components in racks (existing if sufficient space is available or vendor provided).
 2. Mount new network hardware (e.g. Gateway Routers, Servers, etc.) in appropriate rack(s)
 3. Connect telephone system components to the network hardware.
 4. Connect PSTN services to Gateway Routers or required methods of connectivity.
 5. Configure the new telephone system as determined and documented by your company's Project Coordinator and approved by Pleasantview Fire Protection District.
 6. Connect telephone instruments to network and verify functionality.
 7. Mount phones on wall (where applicable).
 8. Perform final testing of all telephone systems and equipment.
- L. The data required to program the new telephone system will be developed jointly between Pleasantview Fire Protection District and the Vendor.
- M. The Vendor will provide a qualified project manager to meet with Pleasantview Fire Protection District and its consultant. The purpose of the meeting is to describe the operation of the new telephone system and the information required to program the telephone system.
- N. Pleasantview Fire Protection District and its consultant will provide information required to attach other external devices to the system such as external paging systems.
- O. The Vendor will provide a format (Excel spreadsheet) that will permit entry of information into an appropriate field.
- P. The Vendor will meet with Pleasantview Fire Protection District and its consultant at the end of the database gathering process to review the information and finalize the system programming.
- Q. The Vendor will perform all the programming necessary to accommodate Pleasantview Fire Protection District's telephone system requirements. These requirements include, but are not limited to, the following:
1. User Names
 2. Extension Number
 3. DID number
 4. DID department number
 5. Telephone Type
 6. Class Restriction
 7. Call Pick Up Groups
 8. Page groups
 9. Which telephones get voicemail?
 10. Voicemail "0" out target extensions for individual mailboxes
 11. "Line" Appearances

12. Trunking information
 13. Which main incoming numbers ring to what location?
 14. How many incoming line appearances are needed per main incoming number?
 15. Identify which telephones are to be designated as the Main Answering Position(s) for each facility
 16. Calls answered by Automated Attendant
 17. If Automated Attendant what are the menu choices?
 18. MOH (Music on Hold)
 19. Record Call to Voice Mail
 20. BGM (Background Music) Source
- R. Pleasantview Fire Protection District plans to install SIP service at each location. The Vendor will be responsible for extending, if necessary, and connecting these circuits and the analog business lines, if any are kept, to the new systems at this site. The Vendor will be responsible for extending, if necessary, and connecting the analog business lines (POTS) to the new voice gateways at the remaining sites. The vendor is required to participate in the “test and turn-up” of the circuits and subsequent “porting of Pleasantview Fire Protection District’s DID numbers to DID numbers on the SIP service. Currently, Pleasantview Fire Protection District is not planning on connecting any POTS lines to the System.
- S. The Vendor will install all VoIP handsets, telephones and analog devices. The Vendor will also be present and assist Pleasantview Fire Protection District with the installation of five (5) of each desktop application that is included as part of the proposed system (i.e. Unified Messaging).

.2 Training

Attendant, station user, system, and maintenance training is an important aspect of the requirements for the proposed telephone system. State the method in which training requirements will be implemented.

- A. FPD station users in the various departments will utilize different standard features. Station user training will be conducted using live telephones at FD1. The successful vendor will establish individualized training sessions on a department basis to ensure system utilization. A live telephone will be furnished for each person in attendance.
- B. The successful vendor will provide training for all staff. The training schedule will be coordinated with Pleasantview Fire Protection District. Generally, provisions must be made to accommodate the following:
 - a. FPD staff will be trained the day(s) prior to “cutover”.
 - b. Accommodation must be made for multiple shifts. Special consideration must be taken into account for full-time, part-time, and volunteer personnel.
 - c. The Vendor will provide onsite system administration training for five to ten (5-10) FPD employees or supporting IT personnel. Completion of the training will permit FPD staff to complete station programming, traffic studies, moves, adds, changes, and updates to the automated attendant. Please provide a list of the functions the training will permit FPD staff to complete.
 - d. Instruction materials (instruction manuals, manufacturer user guides, custom instruction

guides, etc.) will be provided in sufficient quantity for all users with 20% extra for replacement and new hire purposes. If Web-based information is available, provide the address so that Pleasantview Fire Protection District can review this information.

- e. Follow up onsite training for Pleasantview Fire Protection District will be provided three weeks after cutover. A minimum of one 1/2 day of training will be allotted for this purpose.
- C. Indicate the material available to Pleasantview Fire Protection District to keep them informed of new product services, and equipment that may be beneficial to their operation.
- D. Indicate the available training sessions and material to provide Pleasantview Fire Protection District with the ability to understand and utilize the traffic management usage and reporting systems proposed by your system.
- E. The vendor will provide traffic reports 30 days and 180 days after system cutover and review them with Pleasantview Fire Protection District.

.3 Inspection and Acceptance

Prior to acceptance of the new system, the contractor, with the assistance of Pleasantview Fire Protection District, will conduct an acceptance test to validate that the system meets the contract specifications and that all components specified in the successful contractor's proposal have been installed. At a minimum, the following tests will be conducted.

- A. Public Network connectivity (outside dial tone and the ability to place an outside call)
- B. 911 calls to verify the PSAP receives the proper ANI and ALI information for each site
- C. DID calls to each department telephone number and selected individual stations
- D. Receipt of Caller ID and Caller ID-Name on first and subsequent calls to selected stations
- E. Calls to Automated Attendant call processors to verify proper routing of calls after each menu selection has been entered
- F. Verify proper "0" destinations from selected voice mailboxes
- G. Resiliency/Redundancy Tests including:
 - 1. Disconnecting individual SIP circuits from the system
 - 2. Disconnecting the WAN connection at each site
 - 3. Disabling a single call processor (if a failover option is chosen)
- H. The successful contractor shall, without charge, replace any material or correct any workmanship found by Pleasantview Fire Protection District, or FPD sponsored contractor, not to conform to the contract requirements. If the Vendor does not promptly replace rejected material or workmanship, Pleasantview Fire Protection District may by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.
- I. Any additional tests deemed necessary, and communicated in writing, by Pleasantview Fire Protection District to demonstrate the functionality of the system

.4 As Built Documentation

- A. Upon completion of system testing, the Proposer will submit two (2) complete electronic (.pdf) copies of the System Documentation. System Documentation shall include a spreadsheet (Excel format and editable by FPD after handover) with the following station information.

1. Room/Department
 2. Extension number
 3. Jack number
 4. Telephone model
 5. Data switch port
 6. Telephone handset key layout
 7. Summary (narrative) of call processing for each department
 8. Telephone company service connected to the system including circuit and telephone numbers
- B. The documentation shall be the property of Pleasantview Fire Protection District.
- C. All system components must be labeled. Pleasantview Fire Protection District must approve the labeling system in advance.

.5 Service and Maintenance

- A. The proposed system must be accessible remotely by the Vendor's service center for diagnostic routines, minor system alarms, major system failures, and minor program changes. Dispatch and contact procedures must be established as part of the implementation process.
- B. Establishing FPD access of the system must be provided as part of the proposed system installation.
- C. Provide performance metrics including maximum response time to respond to an incident and timeline for a technician to be on-site. Pleasantview Fire Protection District prefers a thirty minute maximum response time with the ability to have a technician on site within two (2) hours by the Vendor if required for a major outage or total system failure. A major outage is defined as:
1. System unable to process calls.
 2. 10% or more of administrative stations or trunks out of service.
- D. A next business day maximum on site response time for a normal type maintenance calls is required.
- E. The Vendor must be willing to take responsibility for diagnosing equipment problems and notifying the telephone company should the trouble be determined to exist in the LEC facilities. The Vendor must be responsible for any service charge billed to Pleasantview Fire Protection District for service by the telephone company if it is determined that the trouble is in the interconnect equipment.
- F. The manufacturer of the proposed system will provide Pleasantview Fire Protection District a written assurance that it will fully support the Vendor's service. This includes the potential circumstance if the Vendor's company were to fail or not fulfill maintenance obligations.
- G. A full warranty, including parts, materials and service, period of one year will be provided as part of the purchase cost.
- H. A maintenance contract must be made available for years two through ten of this contract.
- 1.State the annual maintenance contract price in section 6.1 System Pricing (Attachment #1)

6. ATTACHMENTS

.1 System Pricing (Document #1)

A. Required Purchasing Options

Vendors should provide the following purchase options labeled as "6.1 System Pricing":

- 1. Outright Purchase Price with payment terms and any available payment term discounts
Fair Market Value Lease with 3-year and 5-year options showing the monthly payment
- 2. \$1.00 Buyout (Installment) Lease with 3-year and 5-year options showing the monthly payment
- 3. Provide pricing for fully managed options that include software assurance, system maintenance, monitoring and full on-site support in the monthly payment for 3 & 5 years.

B. Maintenance Costs

- 1. Be specific in describing service offered, hours of operation, coverage, and conditions where Pleasantview Fire Protection District would be charged in addition to maintenance contract costs.
- 2. Please indicate any provisions and associated reduction in maintenance cost if Pleasantview Fire Protection District would assume responsibility for telephone instruments.
- 3. If the Proposal offers per call maintenance indicate the cost and what services are included
- 4. If the Vendor performs all of the maintenance without sub-contracting please include an attachment as evidence to this guarantee

C. Optional Costs

- 1. All optional costs must have all details associated with 6.1.A and 6.1.B

.2 Price Sheet for System (Document #2)

Section 6.2 is required to be a separate Document.

Vendor is obligated to identify all costs on this form.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

(Warranty period of 12 months begins at System Acceptance)

.3 Additional Itemized Pricing - Additions and Deletions (Document #3)

Vendor to provide addition and deletion price list showing installed cost of common control hardware, station equipment, etc.

Additions to or deletions from proposed equipment will be made in accordance with this list. If prices are different for changes made to the system prior to cutover please list both pre- and post cutover prices.

Appendix C
CONTRACT

Contract
Between Pleasantview Fire Protection District
And [*Insert Name Of Consultant*]
For **VoIP Telephone System**

Contract
Between Pleasantview Fire Protection District
And *[Insert Name Of Consultant]*
For VoIP Telephone System

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Contract
Between Pleasantview Fire Protection District
And ***[Insert Name Of Consultant]***
For **VoIP Telephone System**

This contract (the “*Contract*”) is dated as of **[insert date]** (the “*Effective Date*”) and is by and between Pleasantview Fire Protection District (the “FPD”) and **[insert formal name of consultant]** (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

THE SERVICES

Intent. It is the intent of the parties that this Contract govern the relationship of the parties.

Services. The Consultant will perform for Pleasantview Fire Protection District the following services (the “*Services*”):

Supply, deliver, install, setup and other activities necessary for the replacement of Pleasantview Fire Protection District’s existing phone system with a new VoIP system.

Project Time. The Services will be performed according to the following schedule (“*Project Schedule*”):

[insert project schedule]

The Services will be completed on or before **[insert date of completion]** (the “*Completion Date*”).

Term; Extensions. This Contract commences on the Effective Date and terminates on **[insert date of termination]** unless terminated earlier pursuant to Article 8 of this Contract (the “*Term*”). All terms of this Contract, including without limitation pricing terms, are firm during the Term, unless as embodied in an amendment to this Contract in accordance with Section 9.15. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by written agreement at the beginning of an Extended Term.

Other Contracts. Pleasantview Fire Protection District may enter into agreements with other consultants, pursuant to which Pleasantview Fire Protection District may award work from time to time at Pleasantview Fire Protection District’s discretion.

Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the

Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Pleasantview Fire Protection District in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, Pleasantview Fire Protection District. Pleasantview Fire Protection District's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Contract in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Contract, then the Consultant, immediately on notice from Pleasantview Fire Protection District, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to Pleasantview Fire Protection District. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

Financial Ability to Perform. When executing this Contract, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services set forth in this Contract in full compliance with, and as required by or pursuant to, this Contract.

COMPENSATION AND PAYMENT

Pricing Schedule. As compensation for the performance of the Services ("Compensation"), Pleasantview Fire Protection District will pay the Consultant the following amounts and in the following manner:

[insert pricing schedule]

Except for the Compensation, Pleasantview Fire Protection District will have no liability for any expenses or costs incurred by the Consultant.

Monthly Payment; Invoices. The Compensation will be paid in monthly installments. The Consultant must submit to Pleasantview Fire Protection District, on a monthly basis, a written invoice for payment for completed work. Pleasantview Fire Protection District may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and,

if the Services are to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Services are to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Services and, if the Services are to be performed in separate phases, for each phase.

Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

Final Payment. The Services will be considered complete on the date of final written acceptance by Pleasantview Fire Protection District of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by Pleasantview Fire Protection District if Pleasantview Fire Protection District does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment Pleasantview Fire Protection District will make final payment to the Consultant within 30 days after final acceptance of the Compensation, after deducting therefrom charges, if any, as provided in this Contract (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of Pleasantview Fire Protection District by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

Deductions. Notwithstanding any other provision of this Contract, Pleasantview Fire Protection District may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate Pleasantview Fire Protection District for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or Pleasantview Fire Protection District made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to Pleasantview Fire Protection District, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of Pleasantview Fire Protection District’s remedies set forth in Section 8.3 of this Contract. Pleasantview Fire Protection District will notify the Consultant in writing given in accordance with Section 9.10 of this Contract of Pleasantview Fire Protection District’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

Use of Deducted Funds. Pleasantview Fire Protection District will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to Pleasantview Fire Protection District. Pleasantview Fire Protection District will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by Pleasantview Fire Protection District and chargeable to the Consultant under this Contract.

Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by Pleasantview Fire Protection District, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Contract. Copies of such material must be furnished to Pleasantview Fire Protection District at Pleasantview Fire Protection District's request and expense.

PERFORMANCE OF SERVICES

Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "*Standard of Performance*"). All Services must be free from defects and flaws, must conform to the requirements of this Contract, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services.

Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to Pleasantview Fire Protection District, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers.

Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons arising from any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by Pleasantview Fire Protection District based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Contract, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Pleasantview Fire

Protection District or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

Opinions of Probable Cost. The Parties recognize that neither the Consultant nor Pleasantview Fire Protection District has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Contract are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

FPD Responsibilities. Pleasantview Fire Protection District, at its sole cost and expense, will have the following responsibilities:

To designate in writing a person with authority to act as Pleasantview Fire Protection District's representative with respect to the Services. In the absence of a writing designation, Pleasantview Fire Protection District's representative will be Pleasantview Fire Protection District's Fire Chief. Pleasantview Fire Protection District's representative will have the authority to act on behalf of Pleasantview Fire Protection District except on matters that require approval of Pleasantview Fire Protection District's Board of Trustees.

To provide to the Consultant all criteria and information about the requirements for the Services, including, as relevant, Pleasantview Fire Protection District's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

To provide to the Consultant existing studies, reports, and other available data relevant to the Services.

To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for the Services.

To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for the Services and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Pleasantview Fire Protection District in connection with the Services, except the extent such tests, inspections, or reports are part of the Services.

To review reports, documents, data, and all other information presented by the Consultant as appropriate.

To provide approvals from all governmental authorities having jurisdiction over the Services when requested by the Consultant, except the extent such approvals are part of the Services.

To provide, except as provided under Article 5 and Article 6 of this Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of Pleasantview Fire Protection District to protect Pleasantview Fire Protection District's interests with respect to the Services.

To attend meetings related to the Services.

To give prompt written notice to the Consultant whenever Pleasantview Fire Protection District observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of Pleasantview Fire Protection District to give any such a notice will not relieve the Consultant of any of its responsibilities under this Contract.

Time of the Essence. Time is of the essence for the Services and all activities with regard to the performance of the Services.

Suspension of Services. Pleasantview Fire Protection District, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until Pleasantview Fire Protection District directs the Consultant in writing to resume performance.

SERVICES CHANGE ORDERS; DELAYS

Services Change Orders. Pleasantview Fire Protection District, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "*Services Change Order*"). Any Services Change Order in an amount exceeding \$10,000 must be approved by Pleasantview Fire Protection District's Board of Trustees. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Contract as Attachment A. The Consultant may request a Services Change Order based on a material change to any Services performed under this Contract. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation.

Revision Notices. Within 10 days after the date of a Services Change Order, and in any event before the Consultant begins work on any changed Services, the

Consultant must notify Pleasantview Fire Protection District in writing if the Consultant desires a revision to the Services Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If Pleasantview Fire Protection District agrees to any revision, then Pleasantview Fire Protection District will issue a revised Services Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Services Change Order and the Services Change Order will be final.

Disagreements over Services Change Order Terms. If Pleasantview Fire Protection District and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Services Change Order, then the Parties will apply the dispute resolution provisions of this Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by FPD pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

No Change in Absence of Services Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Services Change Order signed by Pleasantview Fire Protection District and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Services Change Order, then the Consultant may submit to Pleasantview Fire Protection District a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify Pleasantview Fire Protection District in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

INSURANCE

Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in this Article 5.

Scope of Coverage.

Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

Professional Liability. Indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing professional services, including without limitation: (i) preparing, approving, or failure to prepare or approve maps, drawings, opinions, report, surveys, designs or specifications and (ii) providing direction, instruction, supervision, inspection, or engineering services or failing to provide them, if that is the primary cause of injury or damage.

Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

Minimum Limits of Coverage.

Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Contract, with a deductible not-to-exceed \$50,000 without prior written approval.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Pleasantview Fire Protection District.

At the option of Pleasantview Fire Protection District, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to Pleasantview Fire Protection District and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverage. Pleasantview Fire Protection District and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to Pleasantview Fire Protection District or its officials, employees, agents, and representatives.

Primary Coverage. The insurance coverage must be primary with respect to Pleasantview Fire Protection District and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by Pleasantview Fire Protection District and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to Pleasantview Fire Protection District and its officials, employees, agents, and representatives.

Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name Pleasantview Fire Protection District and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against Pleasantview Fire

Protection District and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to Pleasantview Fire Protection District by certified mail, return receipt requested.

Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Verification of Coverage. The Consultant must furnish Pleasantview Fire Protection District with certificates of insurance naming Pleasantview Fire Protection District and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by Pleasantview Fire Protection District and in any event must be received and approved by Pleasantview Fire Protection District before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. Pleasantview Fire Protection District reserves the right to request a full certified copy of each insurance policy and endorsement.

Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5.

INDEMNIFICATION

Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at Pleasantview Fire Protection District's request, defend Pleasantview Fire Protection District and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the performance of any Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of Pleasantview Fire Protection District.

No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, Pleasantview Fire Protection District may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of Pleasantview Fire Protection District.

Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted solely from the negligence or willful misconduct of the Indemnified Party.

INFORMAL DISPUTE RESOLUTION

Dispute Resolution Panel. Any dispute between Pleasantview Fire Protection District and the Consultant related to this Contract will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Contract.

Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence

whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

TERMINATION

Contract is At-Will. This Contract is at-will and may be terminated by Pleasantview Fire Protection District at any time at Pleasantview Fire Protection District's convenience, without reason or cause. If Pleasantview Fire Protection District terminates this Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

Termination by FPD for Breach. Pleasantview Fire Protection District at any time, by written notice, may terminate this Contract on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as Pleasantview Fire Protection District may agree, in Pleasantview Fire Protection District's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Contract, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Services within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

FPD Remedies. If Pleasantview Fire Protection District terminates this Contract for Breach by the Consultant, then Pleasantview Fire Protection District will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

Pleasantview Fire Protection District may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by Pleasantview Fire Protection District as the result of any Breach or as a result of actions taken by Pleasantview Fire Protection District in response to any Breach.

Pleasantview Fire Protection District may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by Pleasantview Fire Protection District as the result of any Breach or as a result of actions taken by Pleasantview Fire Protection District in response to any

Breach. In that event, Pleasantview Fire Protection District will pay any excess funds to the Consultant, if any, after all of Pleasantview Fire Protection District's costs are reimbursed or paid. If the Compensation withheld by Pleasantview Fire Protection District is insufficient to reimburse Pleasantview Fire Protection District for, or pay, all costs, then Pleasantview Fire Protection District will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

Termination for Convenience. If, after termination of this Contract by Pleasantview Fire Protection District for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of Pleasantview Fire Protection District under Section 8.1 of this Contract.

Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Contract on account of failure by Pleasantview Fire Protection District to properly pay the Consultant and failure of Pleasantview Fire Protection District to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from Pleasantview Fire Protection District seeking additional time to cure.

Termination by Consultant without Cause. The Consultant may terminate this Contract without cause on 30 days written notice to Pleasantview Fire Protection District.

LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of Pleasantview Fire Protection District.

Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Contract, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from Pleasantview Fire Protection District. The Consultant must direct inquiries from governmental regulatory agencies to Pleasantview Fire Protection District for appropriate response.

Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of Pleasantview Fire Protection District

to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide Pleasantview Fire Protection District with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

Permits and Licenses. The Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

Safety; Hazardous Materials.

Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of Pleasantview Fire Protection District.

Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of Pleasantview Fire Protection District and at the Consultant's sole expense (a) procure for Pleasantview Fire Protection District the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse Pleasantview Fire Protection District for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by FPD resulting from such infringement.

Confidential Information. All information and data disclosed by Pleasantview Fire Protection District and developed or obtained under this Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without Pleasantview Fire Protection District's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of

Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by FPD and FPD has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "Data"), other than the Consultant's confidential information, will be and remain the sole property of Pleasantview Fire Protection District. The Consultant must promptly deliver all Data to Pleasantview Fire Protection District at Pleasantview Fire Protection District's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by Pleasantview Fire Protection District and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in Pleasantview Fire Protection District. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to Pleasantview Fire Protection District. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to Pleasantview Fire Protection District and agrees to assist Pleasantview Fire Protection District in perfecting the same at Pleasantview Fire Protection District's expense.

Notices. Any notice or communication required by this Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to Pleasantview Fire Protection District:
John Buckley
Fire Chief
1970 Plainfield Road
La Grange Highlands, Illinois 60525

with a copy to:
Broida & Nichele
1250 East Diehl Rd, Suite 108
Naperville, Illinois 60563
Attn: Ron Broida

If to the Consultant:

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

No Waiver by FPD. No act, order, approval, acceptance, or payment by Pleasantview Fire Protection District, nor any delay by Pleasantview Fire Protection District in exercising any right under this Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Contract or any remedy, power, or right of Pleasantview Fire Protection District.

No Third-Party Beneficiaries. This Contract is for the benefit of Pleasantview Fire Protection District and the Consultant only and there can be no valid claim made or held against Pleasantview Fire Protection District or the Consultant by any third party to be a beneficiary under this Contract.

Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Contract without the prior express written consent of Pleasantview Fire Protection District. If any aspect of this Contract is assigned or transferred, then the Consultant will remain responsible to Pleasantview Fire Protection District for the proper performance of the Consultant's obligations under this Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Contract must include terms requiring the assignee or transferee to fully comply with this Contract unless otherwise authorized in writing by Pleasantview Fire Protection District.

Amendments. This Contract may be amended only in writing executed by Pleasantview Fire Protection District and the Consultant.

Governing Law. The validity, construction, and performance of this Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by Pleasantview Fire Protection District with respect to this Contract. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with

jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

Representation of No Conflicts. The Consultant represents that (1) no FPD employee or agent is interested in the business of the Consultant or this Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Pleasantview Fire Protection District prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, Pleasantview Fire Protection District and the Consultant have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

Pleasantview Fire Protection District

[insert consultant name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

SERVICES CHANGE ORDER FOR TASK NUMBER _____

In accordance with Section 4.1 of the Contract dated _____, 20____ between Pleasantview Fire Protection District and the Consultant, the Parties agree to the following Services Change Order:

1. **Change in Services:** _____

2. **Change in Project Schedule** (attach schedule if appropriate): _____

3. **Change in Completion Date:** All Services must be completed on or before: _____,
20____

4. **Change in Compensation:** _____

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

FPD

CONSULTANT

[ENTER TITLE]

Signature

Name (Printed or Typed)

Date

Date

If compensation change greater than \$2,000, then [ENTER TITLE] signature required.

[ENTER TITLE]

_____, 20____.
Date

If compensation change greater than \$10,000, then [ENTER TITLE] approval and [ENTER TITLE] signature required.

[ENTER TITLE]

_____, 20____.
Date