

Date: December 15, 2020

To: Dr. Michael Lubelfeld, Superintendent of Schools
Members of the Board of Education

From: Christopher Wildman, CPA, Chief Financial Officer, and Treasurer
Jeremy Wickham, Coordinator of Informational Technology

Subject: Approve Agreement for Managed Network and Cybersecurity Services

Policy Alignment: Policy 4:60 Purchase and Contract

Strategic Plan Alignment: Parameter or Objective: We practice fiscal responsibility while maintaining an operating fund balance of at least 25%.

Disposition: Action

Executive Summary:

A Request for Proposal (RFP) for the Managed Network and Cybersecurity Services was developed and publicly solicited. On October 30, 2020, the proposal specification was released and published in the Daily Herald News. A pre-conference meeting was held via Zoom on November 4, 2020. Currently, the district has an agreement with Net56 Technology to manage the district's network at \$6,000 a month, which does not include Cybersecurity Services.

Based on the low number of proposal packages received on the proposal due date of November 12, 2020, the proposal submission date has been extended until November 19, 2020. A total of four (4) firms responded: Heartland Business Systems, Net56 Technology, CSC Consulting Group and MGT Consulting Group.

The administration used the following criteria to determine the most responsible and reliable vendor, as well as to be in the best interest of the District: 1) completeness and accuracy of responses to all proposal document requests and qualitative analysis of the responses; 2) dollar cost of the proposal; and 3) the Board's assessment of the vendor's ability to responsibly fulfill the Board's needs. Responses were evaluated using Bonfire, our procurement software platform.

The pricing and scope offered by Heartland Business Systems for both the Managed Network and Cybersecurity Services was \$63,700 annually. The evaluation team felt that this was also the most responsible and reliable to provide a seamless integration for the district in supporting us in these areas. Heartland Business Systems has worked with the district since 2012, building the district's current technology infrastructure.

The administration recommends at the December 15, 2020 Regular Board of Education meeting that the Board approves Heartland Business Systems for the Managed Network and Cybersecurity Services.

Recommendation: Action

Roll call vote to approve the contract for Managed Network Services and Cybersecurity Services to Heartland Business Systems effective December 15, 2020, as presented.

EXHIBIT B: SERVICES AGREEMENT

**NORTH SHORE SCHOOL DISTRICT 112
HIGHLAND PARK, ILLINOIS 60035**

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this __15th__ day of _December_, 2020, by and between the Board of Education of North Shore School District No. 112, Lake County, Illinois (“Board”), and _Heartland Business Systems__ (“Contractor”) (collectively, the “Parties”, individually, the “Party”).

WITNESSETH

WHEREAS, the Board has requested proposals for the provision of [Managed Network and/or Cybersecurity services] (“Services”); and

WHEREAS, the Contractor has submitted a proposal for the provision of Services; and

WHEREAS, the Board has awarded this Agreement to the Contractor to provide Services in accordance with the specifications set forth in the RFP Documents.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. SPECIFICATIONS. The Contractor shall provide Services to the Board in accordance with the RFP Documents, which is attached hereto as Exhibit A and incorporated herein, as well as in accordance with all other exhibits attached hereto and incorporated herein. The Invitation for Proposals, Instructions, Specifications, Contract Obligations, Required Proposal Enclosures, all attached Exhibits, and this Agreement (collectively, the “Contract Documents”) shall constitute the full and entire Agreement for the services contemplated hereunder.

2. TERM OF AGREEMENT. The Agreement shall be effective from December 15, 2020, until June 30, 2021. The agreement will then be renewed annually by the District for up to four additional years for a total of up to five years.

3. COMPENSATION. In consideration for the Services to be provided, the Board shall pay to the Contractor all sums due and owing as set forth below :

[Compensation information to be inserted upon Contract award]

4. ASSIGNMENT. The Services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor shall not assign this Agreement without the prior written consent of the Board. The Parties agree that assignment by the Contractor of any sums due and owing to the Contractor under this Agreement shall not constitute an assignment of the Agreement.

5. CONFLICT OF TERMS. In the event any term or provision of this Agreement conflicts with a term or provision of another, the term or provision of this Agreement shall prevail over the RFP Documents.

6. **COMPLETE UNDERSTANDING.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

7. **AMENDMENTS.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

8. **SAVINGS CLAUSE.** In the event, any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the Parties hereunder shall cease and neither shall have recourse against the other.

9. **ALCOHOL AND TOBACCO USE PROHIBITED.** In accordance with state and federal law and Board policy, the use of alcohol and any tobacco products on school property is prohibited.

10. **TERMINATION.** The Board reserves the right to terminate this Agreement with or without cause at any time during any contract period by giving the Contractor not less than ninety (90) days prior written the notice. In the event that this Agreement is terminated, the Contractor shall only be entitled to fees for services provided up to the date of termination. In no event shall the Contractor be entitled to consequential or incidental damages or lost profits as a result of the termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the 15th day of December , 2020.

CONTRACTOR:

**BOARD OF EDUCATION OF
NORTH SHORE SCHOOL DISTRICT NO. 112
LAKE COUNTY, ILLINOIS:**

By: _____
Its: _____

By: _____
Its: **President**

Date: _____

Date: _____

ATTEST:

ATTEST:

Its: **Secretary**

Its: **Secretary**