



Dedicated Fiber Optic Ethernet and PRI Service – Request for Proposal

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REQUEST FOR PROPOSAL

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

The Downers Grove Park District invites you to respond to this Request for Proposal (RFP). The focus of the RFP is to select a single ISP for providing a 36-month contract for dedicated Fiber Optic Ethernet and phone PRI services. This contract will replace our existing Fiber Ethernet contract with Comcast that is set to expire in January 2021.

INTRODUCTION TO THE DOWNERS GROVE PARK DISTRICT

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

The Downers Grove Park District was created in 1946 when a group of concerned citizens envisioned the establishment of a park and recreation system to serve Downers Grove village residents. The District's mission of providing and preserving open space and developing quality recreational areas and leisure programs has remained constant for more than 70 years.

The Park District's boundaries are nearly coterminous with those of the Village of Downers Grove, encompassing 14 square miles. The community is located 25 miles southwest of Chicago's loop, in southeastern DuPage County. DuPage County is one of the 55 largest counties in the nation. The entire assessed valuation of the Park District exists within this county. The community's predominantly residential character has been complemented by growth in the commercial sector, primarily in the northern and southern sections.

Today, the Downers Grove Park District serves a population of approximately 50,000; has an assessed valuation of over \$2 billion; oversees 615 acres of parks and facilities and provides leisure programs to over 50,000 participants annually. The Downers Grove Park District has touched thousands of lives and has grown into a district for all seasons.

The District's current dedicated fiber optic Ethernet and PRI services are managed jointly by the District's In-House Superintendent of IT, our current provider, Comcast.

DGPD CURRENT FIBER OPTIC AND PRI ENVIRONMENT

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

The Downers Grove Park District currently has six locations in Downers Grove that's connected to Comcast's dedicated fiber Ethernet. A 7th location, our server Colocation, is located within 25 miles of Downers Grove. Two of the six locations in Downers Grove also have a PRI trunk line.

See Appendix A for a map of Park District locations that currently have fiber Ethernet services.

SCOPE OF WORK

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

The Downers Grove Park District seeks to secure an ISP provider to present a cost effective solution for high-speed internet, dedicated fiber Ethernet and PRI services.

The goals for this project are as follows:

- Connect multiple Park District building and Colocation together while providing high-speed internet access at the same time.
- Increase current bandwidth.
- Fixed pricing for the duration of the contract with no surcharges or hidden fees.

Vendors are asked to examine the RFP Specifications found on Page 11 of this Request for Proposals (RFP) and formulate a response that meets the minimum requirements set forth in the RFP. Once minimum requirements have been met, vendors are encouraged to provide options for increasing functionality or reducing cost, without sacrificing reliability.

Proposals must include all required supporting documentation, assurances, specifications, etc. Incomplete proposals or late proposals will not be accepted.

The Park District has the right to accept or reject any or all proposals. The Park District will make its decision based on the selection criteria outlined in the RFP. The Park District reserves the right to negotiate the final contract with the selected vendor. When in question, the RFP prevails. The vendor must accept a Purchase Order which will reference this RFP. It is the Park District's intention to enter into a mutually beneficial contract that supports this RFP, and any other subsequent contracts that are required by the vendor must meet or exceed the terms and the conditions of this RFP.

SUBMITTAL INFORMATION

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Selection Criteria: The Downers Grove Park District will use multiple criteria to select the most appropriate partner. Respondents are encouraged to be as aggressive and creative as possible in their proposals. The following list summarizes the major qualitative areas that will be evaluated.

- Industry expertise and experience
- Demonstrated customer service quality and support
- Reliable Service Structure, Equipment Maintenance, Training Services
- Vendor strength and stability
- Account management
- Reporting capabilities
- Financial considerations

Response Contents and Format: Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a partner.

Information Requirements: For the purposes of understanding more about your company and your ability to successfully fulfill this important Downers Grove Park District requirement, please provide the information below as part of your response, clearly referencing each specific question.

Corporate Information

- 1) Please provide a brief overview of your organization's involvement in providing dedicated fiber Ethernet and PRI services.
- 2) How long has the organization been in business & what is your current market share?
- 3) In what cities do you maintain offices?
- 4) Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support? How many are full-time vs. contract?
- 5) What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?

SUBMITTAL INFORMATION (Continued)

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Corporate Information - Continued

- 6) Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals, as well as, a summary of past work that you have successfully completed together.
- 7) Please provide details of three current customer accounts that are similar in scope and requirements to those of Downers Grove Park District (local government is preferred).

Proposed Approach and Solution

- 1) Please provide a proposed work plan for a migration to your organization as a Downers Grove Park District preferred vendor. Specifically, provide the following information: (A) Key activities; (B) Timing; (C) Information/resource requirements; (D) Deliverables; and (E) Key milestones, checkpoints, and other decision points.
- 2) If we elect to move forward with your organization, what Park District resources would you require (e.g., information, data, staff resources, communication) during the course of migration and on an ongoing basis?
- 3) Please identify the team (with bios) that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to the Park District.
- 4) Please describe your experience in providing the following value-added services:
 - a. Technology Roadmap
 - b. Solution design
 - c. Network and email system monitoring
 - d. On-demand Technology Training
 - e. Procurement management
 - f. Technical support, including remote user support
 - g. Reporting and communication
 - h. Implementation planning and guidance
 - i. On-site implementation of business applications

SUBMITTAL INFORMATION (Continued)

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Support

- 1) Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
- 2) Please provide details and an example of your standard reporting capabilities.
- 3) Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
- 4) How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?

Financials

- 1) Describe the pricing model(s) that you typically employ for dedicated fiber Ethernet and PRI services.
- 2) Please indicate the charges associated with each of the following services, including the key driver of each cost and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.
 - One-time setup fee
 - Construction and Installation
- 3) Do you offer service bundles and if so, describe the effect of this bundling on pricing?

SUBMITTAL INFORMATION (Continued)

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Response Delivery Instructions: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposals are to be submitted to the Downers Grove Park District by 2 p.m. on Friday, October 30, 2020 via email to Chris Kapus at ckapus@dgparks.org.

Notification of Intent to Respond and Clarification Questions: Please indicate your intention to respond, by email, to the above email address by the Intent to Respond and Questions Due date outlined in the Key Dates table below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. At the same time, we ask that you submit any clarification questions regarding the RFP. Answers will be provided to all respondents by the Answers Provided date.

Key Dates

<u>Date / Timeframe</u>	<u>Project Task</u>
Friday, October 16th, 2020	RFP is Advertised
Friday, October 30th, 2020	RFP Intent to Respond & Questions Due
Friday, November 6th, 2020	Responses to Questions Posted
Friday, November 13th, 2020	Proposals are Due
Friday, December 4th, 2020	Contract is Awarded
Wednesday, January 26th, 2021	Contract Start Date

Contract: The District reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal must be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the District's Legal Team for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

Consultant should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the District. A draft of the essential terms of the contract is attached. (See Independent Contractors Agreement, Page 16)

This RFP does not obligate the District to contract for services specified herein. Any information provided as part of this RFP and contract may be shared outside of the Park District, in relation to local FOIA (Freedom of Information Act) rules and regulations.

RFP SPECIFICATIONS

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Data Specifications

All RFP proposals must include the following:

- At a minimum no less than one 100 MB of business class internet connectivity to the Colocation, Administration Building and Lincoln Center. A minimum of 50 MB of business class internet connectivity at all other locations.
- Quoted bandwidth must be available 24 hours a day for the duration of the contact with no reduction during peak use periods.
- A dedicated Class C /28 IP address block that has 14 available address.
- Maintain a live network-monitoring call center for trouble tickets and or service related outages and updates.
- Customer service web portal.
- Install all services and equipment included in proposal.
- ISP shall guarantee quality of service – minimum uptime 99.999% per month with minimum of four (4) hours response and resolution to problems, with documented discounts given for outages that exceed four (4) hours. Park District will allow for brief pre-arranged outages during off-hours for maintenance between the hours of 1:00 am and 4:00 am.
- Network/Transit delay shall not exceed an average of 80 milliseconds over a 5-minute period where the circumstances are under the ISP's control.
- Packet loss shall not exceed an average of .1% over a 5-minute period where the circumstances are under the ISP's control.

Contract and Billing

- The contract for both Fiber Ethernet and PRI lines should be for 3 years.
- Fix monthly billing rate.
- Combined billing for all locations.
- No surcharges or hidden fee in excess of \$20 per month or \$240 in a calendar year at any time during this 3-year agreement.
- The Downers Grove Park District reserves the right to terminate the contract at any point during the 3-year agreement should selected RFP respondent impose any surcharges or hidden fees in excess of \$20 per month or \$240 in a calendar year. RFP Respondent will release and hold the Downers Grove Park District harmless of any construction cost or future financial obligations of the 3-year agreement.

RFP SPECIFICATIONS (Continued)

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Service/Maintenance

- Describe the Maintenance Agreements offered by the company. Be sure to include all travel, mileage, and any other item that may impact overall maintenance cost.
- Describe the procedure and escalation process used to report trouble in the event of a minor service issue, major service issue, and a major outage. Describe the response times for any situations described.

Vendor's Responsibilities:

- Provide all supervision, labor, construction, tools, equipment, materials, transportation, erection, storage, unloading, inspection, inventory control, and return of unused material. Whenever the RFP uses the following terms: furnish, install, provide, etc. it shall be interpreted as requiring the vendor to both furnish and install materials, unless specific provisions and/or installation of materials by the Park District is defined.
- Be responsible for and promptly repair any damage to the building or other property due to the carelessness of technicians. Any damage to building or property must be reported immediately to the Park District.
- Must annually review usage of equipment.
- Install all hardware (including electrical changes) in accordance with the manufacturer's specifications or local codes and ordinances, whichever is more stringent.
- Conduct operational tests and record the results for acceptance purposes.
- All responsibility for subcontractors of the vendor lies with the vendor. The vendor must furnish a list of all such subcontractors and all subcontractors must carry insurance. The vendor must provide a certificate of insurance for itself and all subcontractors.

RFP SPECIFICATIONS (Continued)

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Vendor's Responsibilities (Continued):

- The Park District relies upon the vendor as an expert, competent in all phases involved in producing, testing, developing, installing, modifying, altering, servicing, and integrating the equipment and or systems furnished. The vendor agrees it will not deny any responsibility or obligation to the Park District on any grounds. Without limiting anything above, the Park District, in originating, furnishing, or approving any specifications, drawings, plan, change, schedule, or other document or part thereof, or any test report or in accepting the networks, neither accepts responsibility for nor relieves the Vendor from the performance of all terms and conditions of this RFP and any contract that may be awarded. Any such acts by the Park District shall not modify, impair, or abrogate any rights of the Park District under this RFP and any subsequent contract.

Downers Grove Park District's Responsibilities:

- Allow the vendor's employees access to the premises and facilities at all reasonable hours during the installation with agreed upon work schedule.
- The Park District waves any responsibility for any materials, tools, or equipment left on the premises after the end of a normal workday.
- Make inspections when notified by the vendor of any equipment or part of the project that is ready for acceptance.

PROPOSAL FORM

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Complete, verify and sign the section below that represents the proposal to provide dedicated fiber Ethernet and PRI Services for the Downers Grove Park District.

_____ (Name of Firm) proposes to provide dedicated fiber Ethernet and PRI Services, as outlined, to the Downers Grove Park District no later than Friday, January 1, 2020 for a total annual cost of \$ _____. If applicable, an initial on-time setup fee of \$ _____, that includes all labor, materials, transportation, equipment and any other items considered a billable expense.

Signed: _____

Printed Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Dated: _____

Notice:

- 1) This RFP is not a contract or offer of employment.
- 2) The cost of preparation of proposals shall be the sole obligation of the respondent firm.
- 3) All submitted proposals, whether accepted or rejected, are the property of the Downers Grove Park District.

CERTIFICATIONS & ASSURANCES

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

I/we make the following certifications and assurances, as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Park District without further negotiation at any time within the 60-day period.
- In preparing this proposal, I/we have not been assisted by any current or former employee of the District whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- I understand that the District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the District, and I/we claim no proprietary right to the ideas, writings, items, or samples.
- I/we warrant that, in connection with this procurement:
 - The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signed: _____

Printed Name: _____

Title: _____

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT entered into by and between _____ (hereafter the "Contractor") and the DOWNERS GROVE PARK DISTRICT (hereafter "Park District").

WHEREAS, Contractor will be performing services and work for the Park District as set forth in the following documents: Proposal for IT SERVICES _____ attached hereto as Exhibit A (which, TOGETHER WITH THIS AGREEMENT are collectively referred to as the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against the Park District and to indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Park District would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Park District, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of DISTRICT, at all times during the performance of any work referred to above, the following insurance coverage:

Professional Liability Insurance

CONTRACTOR shall obtain and maintain, at his own expense, CONTRACTOR's professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of CONTRACTOR's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed \$50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment.

Liability Insurance

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. District shall, by endorsement, be made an additional insured under the CGL policy.

Prior to beginning work, CONTRACTOR shall furnish DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

4. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
5. CONTRACTOR grants to DISTRICT, in perpetuity, an unrestricted and unlimited and nonexclusive license to use the instruments of service, drawings, specifications and other work products of CONTRACTOR and its consultants for its own purposes. Reuse of any of the drawings, specifications or other work products of CONTRACTOR and its consultants without the written consent of CONTRACTOR, and/or the consultant, as the case may be, shall be at the risk of the DISTRICT and DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. DISTRICT shall endeavor to give CONTRACTOR prior written notice of DISTRICT's intent to reuse any work products.
6. DISTRICT may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Park District, it being specifically agreed that the Contractor bears the relationship of an independent Contractor to the Park District.

This agreement shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by the Park District.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20_____.

DOWNERS GOVE PARK DISTRICT

CONTRACTOR

Name

Title

APPENDIX A – CURRENT FIBER & PRI LOCATIONS

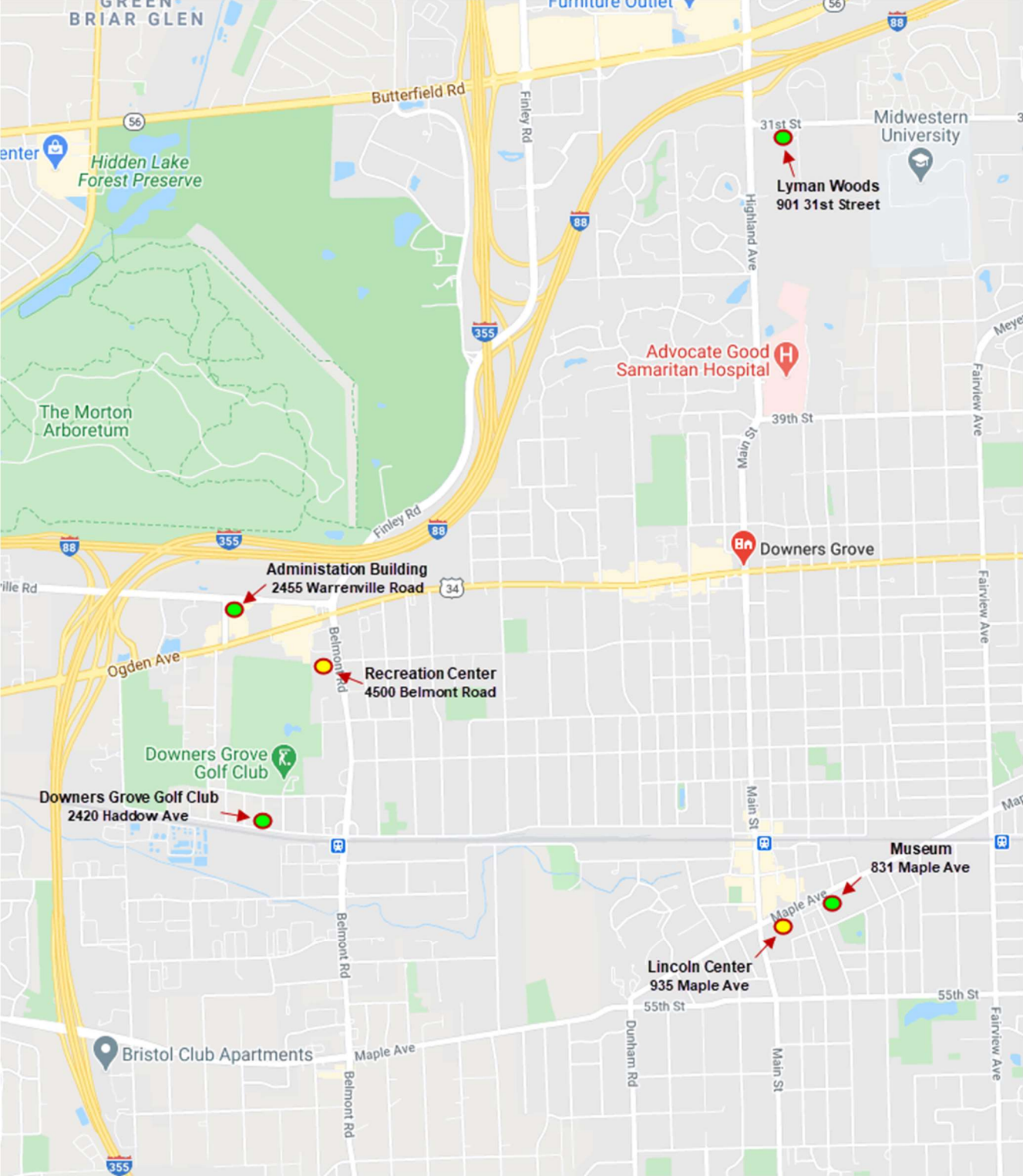
DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

KEY:

 = FIBER & PRI

 = FIBER ONLY

Note: Colocation is FIBER ONLY - not mapped.



APPENDIX B – CURRENT CIRCUIT SPEEDS

DEDICATED FIBER OPTIC ETHERNET AND PRI SERVICES RFP

Location: Administration Building

Address: 2455 Warrenville Road, Downers Grove, IL 60515

ENS Fiber Connection Speed: 100 MB

EDI Fiber Connection Speed: 50 MB

Location: Lincoln Center

Address: 935 Maple Avenue, Downers Grove, IL 60515

ENS Fiber Connection Speed: 100 MB

EDI Fiber Connection Speed: 50 MB

Phone Trunk: PRI

Location: Colocation

Address: Address will be disclosed to individual RFP respondents

ENS Fiber Connection Speed: 100 MB

Location: Museum

Address: 831 Maple Avenue, Downers Grove, IL 60515

ENS Fiber Connection Speed: 50 MB

Location: Golf Course

Address: 2420 Haddow Avenue, Downers Grove, IL 60515

ENS Fiber Connection Speed: 50 MB

Location: Lyman Woods

Address: 301 31st Street, Downers Grove, IL 60515

ENS Fiber Connection Speed: 50 MB

Location: Recreation Center

Address: 4500 Belmont Road, Downers Grove, IL 60515

ENS Fiber Connection Speed: 50 MB

Phone Trunk: PRI