

RFP for Fiber Optic Wide Area Network Services for the Wilmette School District 39, Wilmette, Illinois

Submitted by: Jerry Steinberg

February 3, 2017

The Wilmette School District 39 with its district office located at 615 Locust Rd., Wilmette, IL 60091, is seeking proposals for a new Fiber Optic Wide Area Network/WAN to connect four of its school sites together.

The Wilmette School District 39 presently has a Comcast 1 Gigabit per second Fiber Optic Wide Area Network with services terminated at the head end, District Office.

The Wilmette School District 39 participates in the Federal E-rate program and is reimbursed in the 40% discount level. Implementation of this Fiber WAN solution is dependent on E-rate approval and the Wilmette School District 39 Board of Education approval.

Vendors must provide the Lowest Corresponding Price, or LCP, for their service offerings per E-rate rules.

General Description: The Wilmette School District 39 seeks proposals for new managed Fiber Optic WAN services to connect its school buildings together.

Due Date: Proposals are due by Friday, March 3, 2017 by 12:00 noon, via e-mail to Jerry Steinberg at jerry@telesolutionsconsultants.com, Donna Manners, at donna@telesolutionsconsultants.com and Tony DeMonte at demontet@wilmette39.org.

The school locations being connected and required speeds are as follows:

1. **District Office:** 847-256-2450, 615 Locust Rd., Wilmette, IL 60091
Head End
2. **Central Elementary School:** 847-251-3252, 910 Central Ave., Wilmette, IL 60091
Fiber Optic WAN Option: 1-Gigabit per second
3. **Harper Elementary School:** 847-251-6754, 1101 Dartmouth St., Wilmette, IL 60091
Fiber Optic WAN: Option: 1-Gigabit per second
4. **McKenzie Elementary School:** 847-251-2295, 649 Prairie Ave., Wilmette, IL 60091
Fiber Optic WAN: Option: 1-Gigabit per second

Technical Questions: and/or E-rate questions can be directed to Jerry Steinberg, Senior Consultant, Telesolutions Consultants LLC, at jerry@telesolutionsconsultants.com.

Access Information: For access to the schools, please contact Tony Demonte, Director of Technology and Media Services, at demontet@wilmette39.org or 847-512-6007.

Firm Turnkey Quote: Please provide a turnkey quote for managed Fiber Optic WAN service on a managed leased basis and to include all installation and construction costs to provide connections into each building. The Wilmette School District 39 is seeking a 12-month managed lease term agreement from 7-1-2017 to 6-30-2018.

Criteria: The Wilmette School District 39 is seeking proposals from the most qualified vendors of Fiber Optic wide area networking services that can provide a very cost-effective price (#1 criteria), existing contract termination charges, excellent reliability with at least a 99.99% system up-time, fast, effective service, references and point of presence within the Chicago metro area.

E-rate Participation: It is imperative that the successful vendor participate in good standing with the federal E-rate program and can show at least three E-rate examples or references in the Chicago, Illinois area.

Please provide your Service Provider Identification Number (SPIN) _____.

Vendor must certify that it will annually certify itself with the E-rate program so that the Wilmette School District 39 will be assured that it will be able to collect from the program.

References: The successful vendor must prove that it can support the Wilmette School District 39 on its Fiber Optic WAN and have at least three references in the State of Illinois or within 50 miles of Chicago, Illinois, of which your company has sold, installed, and supports.

Technical Specifications

- The vendor is responsible for the accurate design on a turnkey basis of the Fiber Optic WAN and is solely responsible for costs incurred in the design of the network.
- The vendor is responsible for all permits in association with the project. Also, the vendor must work with local municipalities to obtain permits and right of ways associated with the installation of the WAN.
- We are considering only Fiber Optic WAN network proposals and will decide based on a number of factors with cost being the highest level or priority.
- The vendor is responsible for providing a managed Cisco router or equivalent Metropolitan equipment to diagnose and manage each site.
- The connection for the Fiber Optic WAN connections must be provided by the vendor to the Main Distribution Frame/MDF in each area, which is the main computer or server room of each school.
- The successful vendor must provide its service at a minimum level of 99.99% up-time and provide a contract that states its service and agreement.

Financials: Fiber Optics WAN Including Turnkey Installation

Base Proposal: Managed Lease Fiber Optic Wide Area Network

Option 1: Connect Three (3) school buildings to the District Office via a 1 Gigabit per second Fiber Optic Link.

The turnkey cost of a 12-month managed lease is \$_____ per month including applicable taxes and surcharges.

Exceptions: Please provide any design or pricing concessions or proposals that vary from the information requested, e.g. speeds that are different – above what we are requesting.

Vendor Description: Please provide an overview of your company with number of support personnel, annual sales, and school district success stories.

Maintenance & Support

What is your guaranteed service level agreement for uptime and response times?

What are normal hours of service operation?

What constitutes an emergency call?

What is your policy and procedure for a Fiber cable cut?

What is the hourly rate and do any trip charges apply for service calls that apply for this project?

WAN Installation: The Wilmette School District 39 expects to have this Fiber Optic WAN installation completed by the summer of 2017 – after July 1, 2017, for E-rate purposes.

Visio Drawing: Please provide a network drawing of your Fiber Optic WAN design with schools, connections routes and equipment.

Contract: Please provide a copy of your typical managed lease/sales contract and your maintenance contract. Include with your proposal a list of any exceptions to any of the terms and conditions stated in this RFP.

Insurance Requirements: The successful vendor shall maintain insurance to protect itself and the Wilmette School District 39 from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Vendor shall keep at least \$1,000,000 each of: Comprehensive, Liability, and Worker's Compensation insurance.

Vendor shall furnish and pay for insurance in accordance with the conditions stipulated below. Vendor shall file with the Wilmette School District 39, Certificates of Insurance certifying to the insurance coverage specified herein. All Certificates shall contain a clause stating that the policy will not be canceled without thirty (30) days prior written notice having first been sent to the Wilmette School District 39. Said Certificate is to name the Wilmette School District 39 as "Additionally Insured" in addition to the certificate holder. Designated certificate is to be submitted to the Wilmette School District 39 by the vendor upon receiving contract award.

The successful vendor agrees to indemnify, defend and hold harmless the Wilmette School District 39, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful vendor.

Other Requirements: The vendor must exercise reasonable care to avoid any damage to the Wilmette School District 39 property. The vendor shall immediately report any existing damage noted by the vendor, or any damage caused by the vendor. All damage caused by the vendor shall be the direct responsibility of the vendor to repair/replace.

The vendor must clean up after the work and restore the premises to the order in which it was found.

Any contract resulting from this RFP is not assignable without the written consent of the Wilmette School District 39.

Termination of Contract: The Wilmette School District 39 reserves the right to terminate the contract/purchase order immediately if the vendor discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds. Failure of the vendor to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the Wilmette School District 39. Notwithstanding anything to the contrary contained in the contract/purchase order between the Wilmette School District 39 and the vendor, the Wilmette School District 39 may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving thirty (30) days written notice to the vendor.

If the termination clause is used by the Wilmette School District 39, the vendor will be paid by the Wilmette School District 39 for all scheduled work completed satisfactorily by the vendor up to the termination date set in the written termination notice.

If the successful vendor is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the Wilmette School District 39 may consider the successful vendor to be in default. In the event of default, the Wilmette School District 39 will provide the successful vendor with written notice of default, and the successful vendor will be provided twenty (20) calendar days to provide a plan to correct said default.

If the successful vendor fails to cure said default within twenty days, the Wilmette School District 39, among other actions, may complete the system through a third party, and the successful vendor shall be responsible for any amount over the agreement price incurred by the Wilmette School District 39 in completing the system to a capability equal to that specified in the contract.

Prevailing Wages Apply: The vendor agrees to pay its workers on this project and prevailing wages for Cook County, Illinois and otherwise comply with the requirements of the Prevailing Wage Act. The prevailing wage schedule is available online at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.

District's Rights in Decision Making: The Wilmette School District 39 reserves the right to choose any vendor based on its internal criteria and may waive any formality in its selection.

The Wilmette School District 39 is not bound by the lowest price, but this will be the highest criteria, as previously mentioned. Each vendor will be weighed equally, as to the criteria of price, service, reliability, incumbency, and point of presence.

Certifications: By submitting a proposal, each vendor agrees to provide the equipment, software and services specified herein to Wilmette School District 39 and to abide by the terms and conditions stated herein, and this RFP shall be deemed a part of any resulting contract with Wilmette School District 39 notwithstanding any language elsewhere to the contrary. In addition, each vendor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with Wilmette School District 39 as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). The vendor acknowledges that the Board of Education may declare the agreement void if it finds this certification is false. The vendor also certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the vendor or its affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). Notwithstanding the foregoing, vendor acknowledges that the District is a tax exempt entity and shall not be responsible for any taxes from which it is exempt. The vendor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Vendor further agrees to comply with all other applicable state and federal laws and regulations.

The vendor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

The following Equal Employment Opportunity Clause is included pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code. In the event of the vendor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the vendor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the vendor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the vendor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the vendor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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Thank you for your participation and interest in this project for the Wilmette School District 39.

Jerry

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