

**ELMHURST PUBLIC LIBRARY**

**REQUEST FOR PROPOSAL  
ENTITLED**

**HIGH BANDWIDTH INTERNET ACCESS**

PROPOSALS TO BE RECEIVED BY: December 31, 2015, 10:00 A.M. (CDT)  
Elmhurst Public Library

125 South Prospect Avenue  
Elmhurst, IL 60126

**NOTICE  
REQUEST FOR PROPOSAL TO  
ELMHURST PUBLIC LIBRARY**

**HIGH BANDWIDTH INTERNET ACCESS**

Elmhurst Public Library requests proposals from any prospective vendor for the above captioned subject that is described in the attached document.

Products, installation, configuration, and maintenance of a High Bandwidth Internet Access must be in accordance with Universal Service Fund (hereafter to be called USF or E-Rate) rules. If The Library does not receive USF funding for this project, the Library may chose not to lease these products and services. Vendor must be an approved Telecommunications Provider per USF rules at the time the bidder submits their bid to be considered. Vendor must provide USF Service Provider Identification Number and proof that the bidder is an approved Telecommunications Services Provider as recognized by the Schools and Libraries Division (SLD) for E-Rate in their proposal response.

**PROPOSALS ARE DUE:**

Sealed proposals will be received until December 31, 2015 at 10 A.M. (Elmhurst, Illinois Time) at the offices of Elmhurst Public Library, 125 South Prospect Avenue, Elmhurst, Illinois 60126. No proposals will be accepted after 10 A.M. on the above-scheduled due date. All proposals faxed, or electronically submitted to Elmhurst Public Library will be returned to the Proposer. Proposals transmitted by U. S. Mail or other delivery will be considered only when said proposals are physically in the Administrative offices identified above at the time fixed for receiving said proposals.

Please provide pricing in the form of monthly lease rates and non-recurring charges for completing, operating, maintaining, and monitoring the Internet Access components listed in the RFP.

Quoted prices must be planned to be effective starting July 1, 2016 and extend through June 30, 2019.

The primary objective of this Request for Proposal is to provide High Bandwidth Internet Access for Elmhurst Public Library.

The maximum contract period for these services will be thirty-six (36) months.

A total of three (3) copies of the Request for Proposal must be submitted, one (1) original signature set and two (2) copies. Proposals must be submitted in the format described in this Request for Proposal.

All Proposers shall conform to all the terms and conditions of this Request for Proposal, as stated in this document. Failure to conform to the format described and to the terms and conditions of the Request for Proposal may render the proposal non-responsive and ineligible for further consideration, at the Library's sole option.

Questions regarding this Request for Proposal may be addressed to Mr. David Wilson, Wilson Consulting, 486 Prairie Avenue, Elmhurst, Illinois, 60126 (630) 279-8700.  
Email: [dwilson@wilsonconsulting.org](mailto:dwilson@wilsonconsulting.org).

Qualified vendors may submit prices on the following service:

High Bandwidth Internet Access

The Library reserves the right to accept any Proposal or any parts thereof or to reject any and all Proposals. A successful Proposer will be required to comply with all applicable Federal and State of Illinois Equal Opportunity Regulations as required.

Elmhurst Public Library

By \_\_\_\_\_

## **TABLE OF CONTENTS**

<b>SECTION</b>	<b>TOPIC</b>	<b>PAGE</b>
<b>I</b>	<b>SCOPE OF WORK</b>	<b>5</b>
<b>II</b>	<b>COST PROPOSAL</b>	<b>11</b>
<b>III</b>	<b>VENDOR QUALIFICATIONS</b>	<b>12</b>
<b>IV</b>	<b>INSURANCE REQUIREMENTS</b>	<b>15</b>
<b>V</b>	<b>PROPOSAL DOCUMENT</b>	<b>17</b>
<b>VI</b>	<b>EVALUATION AND SELECTION PROCESS</b>	<b>18</b>
<b>VII</b>	<b>TERMS AND CONDITIONS</b>	<b>20</b>
<b>VIII</b>	<b>PROPOSER REQUIREMENTS CHECKLIST</b>	<b>21</b>
	<b>ANNEX ONE - OTHER CERTIFICATIONS AND SUBMITTALS</b>	

## **I. SCOPE OF WORK**

Scope of Work: Elmhurst Public Library is seeking a vendor to provide High Bandwidth Internet Access to support data, video and voice communication. It is anticipated that the Library's need for additional bandwidth in the future will expand and the vendor's network must be able to accommodate these needs with easy and quick upgrades.

The Library may award this service to more than one vendor. The service includes Internet access for the Library. The vendors must provide information regarding the proposed service including installation schedules, exact standards to be adhered to, as well as detailed drawings showing cable and equipment locations.

The Project is to provide and install these services by July 1, 2016.

### **A. Current Services**

The Library's existing Internet Access consists of:

One (1) 100 Mbps Comcast Internet Delux service for Public Internet Access with one (1) static IP address

This service is a back-up to the Library's primary Internet access provider.

### **B. Required Service**

The proposed Internet Access service service must include:

- 100 Mbps connection to Internet (ICN)
- If routers are provided, they must be able to pass all Library traffic.
- The Library must be able to pass all standard Ethernet protocols to any point in their network.
- This is a back-up for the Libraries primary Internet access provider.

All communication lines must work with all Library equipment currently in place including but not limited to routers, firewalls, servers, filters, etc. If additional customer equipment is needed to connect at the requested bandwidth, vendor must specify in their response, otherwise vendor will be responsible for providing any required equipment at no additional cost to the Library.

All pricing must include installation, setup, configuration and maintenance fees. When installation is complete, vendor's connectivity equipment (which may include but not be limited to routers) must be connected to the existing Library's network.

**C. Quality of Service (not applicable)**

**D. Training**

Training must be provided for key Library staff. The training must cover the following topics:

- Support procedures and escalation processes.
- Real-time and historical traffic monitoring.
- Alarm messaging application administration.

## **E. Network Monitoring**

The vendor must describe the resources they will use to monitor, manage and repair equipment infrastructure at all locations.

Any solution utilizing non-Library owned equipment must be able to be monitored by the Library via SNMP traps, vendor offerings or other suitable means.

Access to bandwidth utilization information (real-time and historical) must be available to the Library.

## **F. Expandability**

Expanding bandwidth needs to be simple and inexpensive. Upgrade paths and associated costs (hardware, software & labor) must be included in the vendor's proposal.

## **G. SLA (Service Level Agreement)/CIR (Committed Information Rate)**

Agreement must include:

- Stated guaranteed uptime
- Committed Information Rate
- Stated response time in the event of a network component failure (Vendor must provide a toll free number for technical support Monday-Friday 7:00 a.m. to 5:00 p.m. as a minimum).

## **H. Implementation**

The Library requires that all provisioning of services be conducted and completed outside of Library hours. The vendor will be responsible for all aspects of any transition from the Library's current services to new services. This includes, but is not limited to, placing orders (for new service as well as for disconnection of service), coordinating various departments of all companies involved in the process, communications with all parties throughout the conversion and reconciliation of all relevant telephone company bills.

## **I. Cost of Conversion**

Any and all costs associated with this project will be borne by the successful vendor. Charges to the Library from other vendors will be offset by credits in the amount of those charges.

## **J. Taxes and Fees**

The Library's state tax-exempt number is \_\_\_\_\_.

## **K. Billing**

The Library will have a single point of contact for all billing questions. Regardless of the nature of a billing question the Library will only be required to deal with one person (or department). The vendor will be required to provide complete internal coordination (between departments, if required) to resolve the issue in question.

## **L. Billing Procedures**

The Library wishes to streamline the billing system. Billing information should be available on electronic and/or other convenient media. A system by which charges associated with each location is provided is required. One payment would be made to the vendor.

In the future, the Library may want to submit payment electronically. Please provide information on establishing this procedure.

The vendor must provide details regarding the options available to the Library and a description of how it can meet or alter the billing procedure described above.

Accommodations must be made for the Library's bill payment procedures. Bills are received and processed by the Library for approval at regularly scheduled Board meetings. Upon Board approval, checks for payment are sent within 2 days of Board approval. The vendor will not assess any late charges or penalties for bills processed in this manner regardless of the vendor's billing cycle.

## **M. Service Orders**

The Library will have a single point of contact for placing all orders. Regardless of the nature of an order the Library will only be required to deal with one person (or department). The vendor will be required to provide complete internal coordination (between departments, if required) of any order for service.

**Proposer must provide complete descriptions in response to items N. through T. below.**

## **N. Repair**

The Library will have a single point of contact for reporting trouble. Regardless of the nature of a service disruption, the Library will only be required to deal with one person (or department). The vendor will be required to provide complete internal coordination (between departments, if required) to completely resolve the trouble. Provide a statement as to any policies regarding guaranteed response times and/or guaranteed repair intervals from the time trouble is reported.



## **O. Escalation Procedures**

Provide a formalized escalation procedure including telephone numbers for the following services. Include a description of what additional resources and the impact on a problem that these procedures will have.

- a. Billing
- b. Service Outages
- c. Installation of new services

## **P. Company Information**

Provide a brief description of your company including:

- Ownership (private or public)
- Number of years in business
- Number of years in business related to this RFP
- Financial information
- Annual Report

## **Q. Customer Profile**

How many customers does your company have in the Chicago metropolitan area? In Elmhurst?

How many customers does your company have with traffic equal to or greater than that of the Library?

Provide a Customer List (3 minimum) including contact name and telephone number of similar size installations.

## **R. Network**

Provide a description of the network that would be serving the Library. Identify those components that are owned and operated solely by your company and those that are either owned and/or operated by another company (or companies).

Explain why you believe that your company's network design is superior (e.g. more robust; less prone to failure) to others.

## **S. Contract**

The Library will enter into an agreement of no longer than 36 months with the successful vendor. During the term of the agreement Elmhurst Public Library will have the right to replace any agreement with the vendor with one that is more favorable to the Library for a period not to exceed the term of the original agreement.

A sample contract must be included with your proposal.

**T. Cancellation of Service**

The Library reserves the right to terminate the agreement at any time should service levels fall below an acceptable level. This includes but is not limited to the failure to restore service in a timely manner, failure to resolve billing errors promptly or to provide new service in a timely manner.

Please provide complete documentation related to any termination liabilities that would be included in any agreement with the Library.

## **II. COST PROPOSAL**

The Proposer shall furnish, but not be limited to, labor, materials, supplies and expertise necessary to provide the services as outlined in Section I, Scope of Work.

All charges associated with the plan must be identified in the proposal. Any charges not disclosed will be offset by commensurate credits.

Please provide complete pricing for the services on this sheet or a separate sheet.

### III. LEGAL REQUIREMENTS

Identify the legal structure of the Proposer (individual, corporation, partnership or other legal entity). If a partnership, identify the legal structure of each of the partnerships.

List any final judgments that have been entered against the Proposer or any affiliated person or entity within the past five (5) years. If the Proposer (or any partner of the Proposer) is a corporation, the list must include any such judgments entered against any holder of more than 5% of its issued and outstanding stock. If the Proposer is a partnership, the list must include any such judgment entered against any of its partners.

Has the Proposer or any shareholder of the Proposer ever had a bond canceled or forfeited (or, if the Proposer is a partnership, has any partner or any shareholder of any corporate affiliate of any partner ever had a bond canceled or forfeited?)

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state the name of the bonding company, the date and amount of the bond, and the reason for the cancellation or forfeiture.

Has the Proposer or any shareholder of the Proposer ever been declared bankrupt or otherwise sought protection of bankruptcy laws (or, if the Proposer is a partnership, has any partner or any shareholder of any corporate affiliate of any partner ever been declared bankrupt?)

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state the name of the bankruptcy, the case number of the proceedings, and the court in which such proceedings were filed.

Identify any and all service agreements by the Proposer during the past eight (8) years in which the owner has terminated or canceled prior to the expiration date, and state the reason for such a cancellation. Provide the names, addresses and phone numbers of the owner in each such case.

**Please note: Failure to provide the information as required above may render your proposal as non-responsive and may result in disqualification.**

#### **IV. INSURANCE REQUIREMENTS**

**Insurance.** The vendor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Library and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Library will accept companies with a rating not lower than B+ provided the financial size category is VII or larger; otherwise companies shall be rated A- or better. Coverage limits shall be written at not less than the minimum specified in this section.

(a) Workers Compensation and Employers Liability.

(1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended.

Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability.

a. Each Accident	\$500,000
b. Disease-policy limit	\$500,000
c. Disease-each employee	\$500,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the vendor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(1) General Aggregate Limit \$2,000,000

(2) Products-Completed Operations

Aggregate Limit \$2,000,000

(3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Library, its officers, agents and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Library may accept a

separate owner's protective liability policy in lieu of the Library, it's officers, agents and employees being insured on the vendor's policies.

- (c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage	
Liability Limit Each Occurrence	\$1,000,000

- (d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this section. The vendor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the vendor may be correcting, removing, or replacing defective work. Termination, material modification or refusal to renew shall not be made without 30 days prior written notice to the Library by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the Library before the Library will execute the contract. Any exception or deviation shall be brought to the attention of the Library for a ruling of acceptability. In no event shall any failure of the Library to receive policies or certificates or to demand receipt be construed as a waiver of the Vendor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the vendor from its obligation to indemnify in excess of the coverage according to the contract.

## **V. PROPOSAL DOCUMENT**

Proposals will be received by the Administrative Offices of the Library in accordance with the conditions set forth herein.

Proposals must be organized according to the outline presented in this Request for Proposal. The response must include one (1) original signature set and two (2) copies. Proposers are advised that proposals must be well-ordered, detailed, comprehensive and clear to ensure a thorough evaluation.

## VI. EVALUATION AND SELECTION PROCESS

The Library will review all proposals in accordance with the evaluation criteria. The Library reserves the right to accept or reject any, some, or all proposals, to take exception to parts of proposals, and to request written clarification of proposals and supporting materials. The Library further reserves the right to negotiate with any Proposer with respect to amendments to their proposal.

The Library may accept a proposal, based upon initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms which the Proposer can submit to the Library. The evaluation criteria and the selection process are discussed below:

### A. Criteria

Proposal review criteria will include the following items:

1. Understanding of the Project -- Demonstration of the firm's understanding of the project to be completed.
2. Approach to the Work -- A work plan and schedule of services reflecting a feasible approach to the delivery of the services within the time frame stated.
3. Cost of Services -- Proposed services will be evaluated for cost efficiency.
4. Technical Competence -- The composition of:
  - a) The professional qualifications and experience of the firm(s) necessary for the satisfactory performance of the services as outlined in Section I, Scope of Work
  - b) The past and present performance of the firm on other contracts in terms of quality of work and compliance with performance schedules.
5. Financial Stability -- Demonstration of a good financial history and current condition as shown in appropriate financial statements.
6. Provisions of the Contract -- An evaluation of the agreement for terms and conditions that reflect the vendor's commitment to providing high quality service at competitive prices.
6. Team Effectiveness -- Indication that the organization of the teams assembled by the Proposer will be able to mobilize quickly; function as a cohesive and effective team; and interface effectively with the Library's organization.



Wilson Consulting and the Library will review all proposals. The proposals will be ranked and a recommendation prepared. The rank ordered list and recommendation will be forwarded to the Library Board.

## **VII. GENERAL TERMS AND CONDITIONS**

**Indemnification:** The contractor shall indemnify, defend and save harmless Elmhurst Public Library, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, Elmhurst Public Library, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**Venue:** The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**VIII. PROPOSER REQUIREMENTS CHECKLIST (see Annex One)**

**Indicate Comply or Not Comply with an “X”.**

1. Provided Proposal Form Attached and Signed by Authorized Representative

Comply \_\_\_\_\_ Not Comply \_\_\_\_\_

2. Proposer Completed and Signed all Certifications (see Annex One).

Comply \_\_\_\_\_ Not Comply \_\_\_\_\_

3. Proposer Provided List of Any Exceptions Taken to the Specifications  
(or statement of no exceptions)

Comply \_\_\_\_\_ Not Comply \_\_\_\_\_

4. Proposer Provided List of References for Similar Projects with Name & Phone  
No.

Comply \_\_\_\_\_ Not Comply \_\_\_\_\_

**Proposer Acknowledges Receipt of the Specifications, RFP, and RFP Addendums**

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **ANNEX ONE - OTHER CERTIFICATIONS AND SUBMITTALS**

A. All Bidders must complete and sign the following certifications and submit them with their bid proposals. **FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF BIDDER.**

1. Bidder Eligibility Certification and Non-Collusion Affidavit
2. Certificate of Compliance with Illinois Human Rights Act
3. Certificate of Compliance with Illinois Drug-Free Workplace Act
4. Certificate Regarding Criminal Background Investigations

## **EMPLOYMENT AND LABOR PROVISIONS**

- A. In the employment and use of labor, the Contractor and his subcontractors shall conform to the Illinois Statutory requirements regarding labor and wages.
- B. Vendors / Contractors must conform to all Federal, State, Local, and OSHA regulations now in effect.

**BIDDER ELIGIBILITY CERTIFICATION AND  
NON-COLLUSION AFFIDAVIT**

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public Contracts due to bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal.  
**FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.**

\_\_\_\_\_, as part of its bid on a Contract for  
(Name of Contractor)  
telecommunications work, hereby certifies that said contractor is not barred from bidding on the aforementioned Contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33 E4.

The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified, and that it includes no understandings or agreements in restraint of trade.

Firm Name:

\_\_\_\_\_

By \_\_\_\_\_  
(Authorized Agent of Contractor)

\_\_\_\_\_

\_\_\_\_\_ Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF COMPLIANCE ILLINOIS HUMAN RIGHTS ACT**

\_\_\_\_\_, Contractor, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act, (775 ILCS 5/2-105) that [he, she, it] has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Agent of Contractor)

**CERTIFICATE OF COMPLIANCE WITH  
ILLINOIS DRUG-FREE WORKPLACE ACT**

\_\_\_\_\_ Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certified, that [he, she, it] is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Agent of Contractor)