

**Metro Ethernet Network, Internet and PRIs Services**

**Request for Proposal**

**For The**

**Village of Franklin Park**

The Village of Franklin Park  
9500 Belmont Avenue  
Franklin Park, ILLNOIS 60131

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## **Village of Franklin Park**

### **Metro Ethernet Network, Internet and PRIs Services Request for Proposal**

#### **1 INTRODUCTION**

The Village of Franklin Park (VOFP) is seeking a data and voice communication provider to install a Metro Ethernet Network (MEN), two Internet connections and three Primary Rate Interfaces (PRI). The provider will install, setup and configure the MEN services in 6 sites. The provider will also install, setup and configure internet services in two sites one 20 and 50 Megabyte internet connection.

The purpose of this Request for Proposal (RFP) is to solicit Metro Ethernet services, Internet and PRI services from the most qualified and reputable data and voice communications service provider. The voice and data service provider will provide data and voice services for six locations in Franklin Park, IL.

This RFP addresses the following data and voice communications services: a) Metro Ethernet Network (MEN) access and usage and, b) Internet services and c) PRI services.

VOFP expects that the selected service provider's services will provide a high levels of network functionality and consistent reliability at the lowest total cost. VOFPP invites you to present a proposal for network and voice services based on the information outlined in this document.

## **2 ADMINISTRATIVE GUIDELINES**

### **2.1 SCHEDULE OF EVENTS**

This tentative schedule has been developed to provide Village of Franklin Park sufficient time to make prudent decisions and to ensure timely implementation and cutover of the required systems, applications and services. Any scheduling changes will be negotiated with Proposers.

<b><u>DATES</u></b>	<b><u>EVENT</u></b>
06/11/14	Optional Service Provider Meeting at VOFP Conference Room 10:00AM – 12:00 PM
06/16/14	Question Submittal Due Date, 4:30PM
06/23/14	Proposal Due Date, 4:30 PM
07/15/14	Proposals will be discussion
08/18/14	Installation/Provisioning Complete

All questions should be submitted to the email address [clerk@vofp.com](mailto:clerk@vofp.com)

The current VOFP address is:  
Village of Franklin Park  
9500 Belmont Avenue  
Franklin Park, IL 60131

#### **Submittal Requirements:**

By Monday, June 23, 2014 at 4:30 PM, the RFP response must be received through mail at:

Vernel Miller  
Information Technology Department Manager  
9500 Belmont Avenue  
Franklin Park, IL 60131

By the date and time specified in the schedule above, one soft copy (electronic) must be sent to:  
[clerk@vofp.com](mailto:clerk@vofp.com)

## 2.2 RFP RESPONSE FORMAT

While VOFP does not intend to define the specific contents of each service provider's proposal, it shall require that each proposal contain responses to all technical and pricing questions. All responses shall be submitted as a document. Both hard copies and soft copy are required. In areas where specific instructions are not provided, service providers are expected to format their responses in a clear and professional manner. Each service provider is advised that it is not sufficient to merely provide a statement that their system meets the desired requirements. Proposals submitted in this fashion will be considered non-responsive and will not be evaluated.

Service providers must submit standard technical and/or corporate brochures in addition to the RFP responses if such printed matter is responsive to VOFP's requirements or if such printed matter would provide supplemental data on the service provider's capabilities and background in the MEN/MAN/WAN and Security and Voice services area. Any such information should be clearly labeled "For informational purposes only."

Proposers are to provide a proposal cover letter that includes an executive summary with commitments and assurances that all project milestones, including completion date, will be met; and that key project team members will be assigned to this project for its duration. Specific responses (e.g., exceptions, clarifications, etc.) to RFP sections must be generated on separate pages and inserted directly behind the appropriate sub-section or specification page of the RFP, referencing the sub-section by number, title and page.

Required proposer information (e.g., financial statements, insurance certificates, resumes, experience statements, etc.) should be included as appendices at the back of proposer's response. Failure to comply with these requirements may result in proposal disqualification.

Any comments, exhibits, etc., beyond what is asked for in the RFP requirements are encouraged, BUT WILL NOT SUBSTITUTE for item-by-item compliance with the RFP format.

If any portion of the RFP document is regenerated rather than used as provided in soft copy/hard copy form, Proposers are advised to be extremely careful not to make any changes or mistakes because any material alteration to the form or intent of the RFP shall be, at the sole discretion of Village of Franklin Park, grounds for disqualification of the proposal.

If there are any questions regarding the intent of a given requirements section, we strongly recommend that you request clarification – **PLEASE DO NOT ASSUME**. Inaccurate responses are potential grounds for rejection of Proposer's Response at the discretion of Village of Franklin Park.

**IT IS MANDATORY** that the format be followed exactly and completely as it appears.

A network diagram clearly illustrating the proposed network configuration must be included with the proposal.

## **2.3 INSTRUCTIONS AND GENERAL INFORMATION**

### **2.3.1 Location of Work**

Any necessary work will be performed at the following Village of Franklin Park locations: 3113 Atlantic Street, 2946 Elm Street, 2600 Mannheim Road, 10001 Addison Avenue, 9451 Belmont and 9300 Belmont Avenue.

### **2.3.2 VOFP Project Manager**

VOFP will assign a project manager to become the single point of contact once the contract has been awarded.

### **2.3.3 Proposal Processing**

The village will accept the proposal by mail or the proposer can hand deliver the proposal.

### **2.3.4 Questions Regarding Proposal/Project Issues**

All questions regarding the project shall be put in writing and directed to [clerk@vofp.com](mailto:clerk@vofp.com) throughout the RFP process.

### **2.3.5 Review of Project Work**

Before submitting a proposal, the Proposer shall consider the magnitude of work to be done and the difficulties involved in its proper execution. Proposer shall include in any proposal all costs necessary to cover all contingencies essential to the proper installation of any system, equipment/hardware or service proposed.

No claims for compensation will be allowed for extra work resulting from ignorance of any existing condition on the part of the Proposer.

### **2.3.6 The Village No Obligation Clause**

Receipt of Proposal in response to this RFP does not obligate VOFP in any way. The right to accept or reject any proposal shall be exercised solely by VOFP. VOFP shall retain the right to abandon the RFP process at any time prior to the actual execution of a contract with a Contractor, and VOFP shall bear no financial or other responsibility in the event of such abandonment. The Village of Franklin Park reserves the right to reject part or the entire proposal. The Village of Franklin Park reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Village. The Village of Franklin Park reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Vendor proposes. The Village of Franklin Park reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Village of Franklin Park is not in a position to adequately perform the contract. The Village of Franklin Park reserves the right to reject any or all proposals and parts thereof; waive any technicalities/informalities, increase or reduce quantities, make modifications or specification, and award any or all of the contract in a manner that is in the best interest of Village of Franklin Park.

### **2.3.7 Warranty and Service Capabilities**

Quotes will not be accepted from Proposers who cannot provide full warranty and service capabilities in Franklin Park, IL for all systems being proposed.

### **2.3.8 Financial Condition**

The Proposer must demonstrate to VOFP's satisfaction that both the Proposer and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to their equipment and system data and voice services for the next ten (10) years.

Proposer must submit, with the proposal, a copy of their most recent annual report. If Proposer is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

### **2.3.9 Authorized Signature**

An individual authorized to legally bind Proposer must sign proposal.

### **2.3.10 Proposal Validity Period**

The proposal must remain valid until the contract is awarded. Once awarded, the pricing must be available from June, 2014 through June, 2015.

### **2.3.11 VOFP is Not Responsible for Preparation Costs**

All costs incurred in the preparation, submission and/or presentation of proposal responding to the RFP, including, but not limited to, the proposer's travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by VOFP. As noted above, VOFP shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

### **2.3.12 Contract Approval**

As noted above, this RFP does not obligate VOFP until a contract in a form agreeable to VOFP is signed and approved by both parties. If approved, it is effective from the date of approval by VOFP. VOFP shall not be responsible for work done, even in good faith, prior to approval of a contract by VOFP unless VOFP and the contractor execute a Letter of Intent authorizing the work.

### **2.3.13 Right to Use Ideas**

All Proposals (Responses) submitted become the property of VOFP. VOFP reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Proposer. Selection or rejection of the proposal shall not affect this right.



### **2.3.14 Inclusion of RFP**

VOFP's Request for Proposal, and the Proposer's response, will be incorporated into the finalized Agreement as Exhibits. Wherever there is variance between the language in Proposer's standard Purchase Agreement and the requirements and commitments stated in VOFB's RFP and Proposer's response, those requirements and commitments would take precedence over the Proposer's standard Purchase Agreement. NOTE: See "Conflict in Terms clause" below for further clarification.

### **2.3.15 Inclusion of Support Materials**

Proposals must be accompanied by brochures, product cut sheets and/or specification sheets providing technical specifications as well as specific descriptions of services and systems referenced in this RFP and proposed Metro Ethernet infrastructure. If the literature, photographs or drawings differ in any manner from the systems and equipment being proposed, such differences MUST be explained in detail.

### **2.3.16 Contract Negotiations**

Upon preliminary Contractor selection, contract negotiations shall commence. If the selected Proposer fails to provide the necessary information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the contract for the project, VOFB may elect to terminate negotiations, negotiate with another Proposer, or terminate the entire acquisition process.

### **2.3.17 Evaluation of Proposals (Criteria)**

Service Provider's proposals will be thoroughly evaluated based on each of the categories listed below, with cost weighted most heavily:

- **Total Cost of Eligible Goods and Services proposed** (including external & internal Village costs) **(70%)**
- **Prior experience with Municipalities, including overall performance record based on available references** (Contact information for a minimum of 3 references should be provided with the RFP.) **(10%)**
- **Project and Staff Experience, Knowledge, and Qualifications** **(5%)**
- **Implementation Commitments (Ability to meet schedule)** **(5%)**
- **Local Contacts and Team** **(5%)**

## **2.4 CONTRACT INFORMATION / TERMS AND CONDITIONS**

VOFP believes terms and conditions presented in this RFP to be reasonable and necessary to protect VOFB's best interests. VOFB assumes a proposal implicitly agrees to meet all terms and conditions unless the proposal includes specific exceptions, with service provider proposed alternatives. Therefore, VOFB expects the selected Proposer to accept them as an integral part of any contract resulting from this RFP. In the event Proposer disagrees with or cannot comply with any provisions listed herein, Proposer must provide a full explanation of their objection to the specific item (identifying it by specific Section number, title and page), and provide alternative verbiage that they deem acceptable.

Proposers recognize that any exceptions taken may result in proposal disqualification and that the absence of proposal disqualification does not imply VOFB's acceptance of any alternative verbiage.

### **2.4.1 Contract Resulting from the RFP**

VOFB intends to enter into a contract for an undetermined year term under this RFP.

#### **Proposer should outline proposal rates for offering contract options as follows:**

- 1. Option 1:** Contract for services spanning 9/1/ 2014 through 08/31/ 2015 with two (2) optional extensions of one (1) year each
- 2. Option 2:** Contract for services spanning 9/1/2014 – 8/31/2017 with one (1) optional extensions of two (2) years.
- 3. Option 3:** Contract for services spanning 9/1/2014 – 8/31/2019 with one (1) optional extensions of two (2) years.

The contract should also cover turnkey implementation of appropriate electronics and associated management software implementation (with adds/deletes made under an agreed pricing schedule).

### **2.4.2 Contract Termination**

VOFB will reserve the right to terminate any contract signed without penalty, due to non-compliance of any products and or services listed in the contract, of which this request for proposal, all marketing materials, and the response to the RFP have become a part.

While VOFB will provide a 30 day written notice for contract termination, VOFB reserves the right to grant the service provider a grace period of 30 days to resolve noncompliance issues. Application of this and additional grace periods will be granted at the discretion of VOFB.

VOFB will not waive its future rights of contract termination should they decide to waive their rights due to any 'non-compliance' issue.

#### **2.4.3 Term Service Costs**

Service provider agrees that costs shall not be increased during the initial term or any renewal thereof for any reason whatsoever.

#### **2.4.4 New Technologies**

Should VOFP move to new technologies in the future which result in decreased traffic, no penalties should apply if the new services are provided by the same service provider, or if the new services are provided by a new service provider because the contracted service provider does not provide the new technology. The volume discount must remain constant for the services originally offered.

#### **2.4.5 Semi-Annual Service provider Service Review**

On a periodic basis but not less than semi-annually, service provider shall describe to VOFP any new rate plans and service options, including additional discount plans, that become available and that may be useful to VOFP.

#### **2.4.6 Right to Competitive Services from other Providers**

VOFP shall at all times during the term of this agreement, have the right to obtain similar data communications services from other providers.

#### **2.4.7 RFP and Proposal as Part of the Contract**

The successful Proposal, this RFP (specifications & drawings) and any VOFP generated Amendments to this RFP shall all become an integral part of any Proposer / VOFP contract resulting from this RFP.

#### **2.4.8 Previous Contracts with Service provider**

Any agreement reached with service provider will supersede any existing agreement(s) with service provider for services covered under the agreement.

#### **2.4.9 Turnkey Installation**

VOFP is seeking a turnkey installation of any associated management software and electronics required to implement and install a Metropolitan-Area Ethernet Network, Internet connections and PRI services contemplated by this RFP. Proposer shall provide all labor, equipment, materials, permits, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Proposer MUST include in its Price, all design, engineering, permit, delivery, installation, testing, taxes and warranty costs associated with all elements of the proposed Services and Systems.

It is VOF's intent that the entire installation be completed for the stated Proposal price; any items omitted but reasonably necessary to accomplish this intent shall be furnished and installed by the Proposer at no additional cost to VOF.

#### **2.4.10 Funding of the Contract**

A contract or agreement resulting from this RFP is subject to the availability of Village funding appropriations to pay for the services received under the contract.

#### **2.4.11 Payment Procedures for Installation or Cutover Services, if applicable**

VOFP will pay Net 30 days after receipt of invoice.

Acceptance of any work shall be upon written recommendation of the VOF Project Coordinator (who will be identified before implementation).

#### **2.4.12 Warranties**

Proposer must warrant that all project components including associated labor referenced in any Agreement resulting from this RFP shall, under normal use and service, be free from defects and faulty workmanship for a minimum of one (1) year from the date of total Service Acceptance ("Warranty Period").

#### **2.4.13 Standards for Equipment and Materials**

All purchased equipment and materials shall be new. All purchased equipment and materials shall be the latest models and versions of all hardware/software/firmware as approved by VOFP, and shall conform to the highest current applicable industry standards. Defective or damaged equipment and materials shall be replaced or repaired, prior to Service Cutover, in a manner, which meets the approval of VOFP and at no additional cost to VOFP.

During the Warranty Period (after Service Acceptance) and during any subsequent Proposer provided maintenance period, Proposer may provide replacement of defective equipment/components with new equipment/components. Such replacement equipment/components shall be of equal or greater performance characteristics, engineering/design levels, and appearance than replaced equipment/components. Integrity of existing warranty must be maintained.

#### **2.4.14 Delivery and Risk of Loss**

Proposer and its insurers shall bear responsibility for all risk of loss or damage to VOFP systems and all ancillary equipment until such systems are accepted, except to the extent such damage or loss is directly caused by VOFP. VOFP shall promptly notify Proposer of any loss or damage and cooperate in the processing of any claims made by Proposer.

#### **2.4.15 Contractor and Business Licenses**

Proposer and all subcontractors are required to hold valid Contractor and business licenses that may be required by the State of Illinois and the Village of Franklin Park.

#### **2.4.16 Permits, Ordinances and Regulations**

Any and all fees required by Federal, State, County, Municipal, Village and any other applicable laws, codes and/or tariffs that pertain to equipment being supplied or work being performed by the Proposer will be paid by the Proposer.

All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the Proposer, and Proposer shall give all notices that are required in connection therewith.

Proposer shall comply with all applicable licensing requirements, and applicable Federal, State and local laws, regulations, ordinances and codes which are in effect at the time of execution of any contract resulting from this RFP and which place obligations on the Proposer with respect to its performance under any subsequent contractual agreement. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of any contracts that result from this RFP.

#### **2.4.17 Work Performance and Standards**

Proposer warrants and represents to VOFP that the installation of all contracted systems and services shall be completed in a good and workmanlike manner and in accordance with the highest standards of the industry.

#### **2.4.18 Proposer Project Management**

Proposer warrants that all contracted work shall be managed to VOFP's satisfaction, by a qualified and designated Proposer project manager, who shall: a) attend all scheduled project status meetings (including responsibility for generating and distributing meeting minutes); b) be available to VOFP at all reasonable times; c) be responsive to VOFP's questions, problems and/or concerns; d) be on-site at scheduled times to inspect work progress; and, e) be on-site during critical phases of work, including Metro Ethernet systems testing, cutover and first day in service.

The designated Proposer project manager for this project, whose name and phone numbers (office, cellular, home and pager) shall be provided to VOFP prior to initiation of any on-site work under any contractual Agreement, shall: a) be Proposer's single-point-of-contact to VOFP; b) have overall responsibility for all contracted work until total project Acceptance; and, c) have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.

Proposer's project manager, or appropriate Proposer designee, shall be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.

#### **2.4.19 Liaison and Coordination**

Proposer agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with parties such as the local telephone company, other Service Providers (SP's), the General and its subcontractors, and other involved Contractors and systems service providers on behalf of VOFP during the entire implementation period.

#### **2.4.20 Premium and Overtime**

It is anticipated that the vast majority of the work contemplated by this RFP will occur during normal business hours. However, Proposer shall be responsible for any required premium time and/or overtime work at no charge beyond the Price provided in Proposer's proposal if such work is required to complete any phase of this project per the contract or agreed upon schedule that results from this RFP.

#### **2.4.21 Prevailing Wage**

The Proposer will pay the prevailing wage rate which is the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification or type of work within the locality and in the nearest labor market area (if a majority of such workers are paid at a single rate). If there is no single rate paid to a majority, then the single rate being paid to the greater number of workers is prevailing.

#### **2.4.22 Contractor Personnel**

VOFP reserves the right to accept or not accept the Proposer's proposed Project Manager, lead supervisor/technician. Any change in Proposer's selected and approved project team members must be approved in advance, in writing, by VOFPP. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by Proposer. Proposer personnel changes not approved by VOFPP may be cause for VOFPP to terminate the contract.

#### **2.4.23 Subcontractors**

Proposer must agree that all installation, warranty, and post-warranty maintenance of the acquired systems resulting from this RFP shall be performed by fully qualified, Proposer-employed personnel unless otherwise stipulated by mutual agreement in the finalized sales contract.

Proposer shall not contract for or permit any subcontract work to be performed without prior written authorization of VOFPP. The selection of subcontractors must be acceptable to VOFPP; such acceptance shall not be unreasonably withheld.

If, in VOFPP's reasonable judgment, any subcontractors fail to perform the Work in strict accordance with the Agreement, Proposer, after due notice from VOFPP, shall discharge the same, but this discharge shall in no way release Proposer from its obligations and responsibilities under the Agreement.

Every subcontractor performing work on the Project or Services on behalf of Proposer shall be bound by the conditions and provisions of the Agreement as applicable to its work. Nothing contained in any Proposer/ VOFPP Agreement shall create any contractual relations between the subcontractor and VOFPP.

Proposer shall be fully responsible to VOFPP for the acts and omissions of its subcontractors.

Any subcontractor Proposer proposes to utilize must be able to demonstrate to VOFPP's satisfaction that it has successfully completed a minimum of three (3) projects within the past three (3) years in which similar scope and magnitude of work was performed.

Proposers must provide in their Proposals:

- a) The complete names and addresses of all subcontractors proposed to be used;
- b) The type and percentage of work each proposed subcontractor will be providing;
- c) Each proposed subcontractor's qualifications to perform such work:
- d) A minimum of three (3) customer references (with contact names, contract amounts, and telephone numbers) for similar scope and magnitude of work that each proposed subcontractor has performed within the past three years;
- e) A written statement from each proposed subcontractor verifying their commitment to perform the services indicated to be completed by them;
- f) Evidence of all proposed subcontractors' valid City business and Illinois State Contractors licenses.

Substitution of any proposed subcontractor will only be allowed after prior written permission is received from VOFP. VOFP reserves the right to reject any proposed subcontractor for reasonable cause.

The use of any subcontractor(s) will not relieve Proposer from total responsibility for design, engineering, order, delivery, installation, cutover, maintenance and support services of all hardware, software, equipment and materials proposed.

#### **2.4.24 Contract Changes**

During the course of performing the Work, Proposer may be required to perform additional work within the general scope of the contract.

At such time when additional work is required, VOFP shall forward to Proposer a description of the work to be accomplished and request that a proposal be offered within a given time period.

No additional work shall commence by Proposer without written authorization from VOFP's Project Manager.

#### **2.4.25 Workers' Compensation Insurance**

The compensation insurance policy shall cover the full liability of the Contractor in accordance with the provisions of the Labor Code of the State of Illinois, and any act or acts amendatory thereof. The Contractor must sign and file with VOFP a certification of insurance prior to performing any work.



#### **2.4.26 Liability Insurance**

The Contractor shall take out and maintain during the life of the contract public liability and property damage insurance protecting VOFP, its officers, employees, and agents and the Contractor from claims for personal injury, including accidental death, as well as claims for property damage, which may arise from the operations of the contract. The Contractor's public liability insurance shall be in the amount of not less than \$1,000,000 single limit and in such form that contractual liability insurance is included. The Contractor shall furnish to a Certificate of Insurance naming VOFP, and other designated entities, as an additional insured and provides that said insurance is not cancelable unless VOFP has received 30 days written notice of cancellation. The Certificate of Insurance must clearly show if the policy is issued on an "occurrence" or "claims made" basis. In the case of claims made coverage, the form must indicate the retroactive date. The retroactive date cannot be after the inception date of a contract entered into by VOFP and the Contractor. The term of the insurance coverage must run for the life of the contract. All renewing certificates and endorsements must be received prior to the expiration date of any retiring certificates. The retroactive date of any new certificate must precede the contract inception date. Certificates of insurance and additional insured endorsements must state "this insurance is primary over any valid and collectible insurance". Contractors insured under claims made policy are required to furnish an extended reporting period endorsements and such endorsement may be restricted to the specific work required and to the specific period of the contract.

#### **2.4.27 Ownership of Documents**

All designs, drawings, specifications, notes and other work developed in the performance of any contract resulting from this RFP are the sole property of VOFP and may be used by VOFP for any purpose without additional compensation to the Proposer.

#### **2.4.28 Staging and Storage**

VOFP will provide space for the service provider or contractor to store and stage his equipment. It is the contractor's responsibility to provide a haul-a-way or other storage facility. Security of said equipment is the responsibility of the contractor.

#### **2.4.29 Materials and Appliances**

Proposer shall verify conditions of the building, particularly door openings and passages, to avoid building any items too large for openings. Any pieces too bulky for existing facilities shall be hoisted or otherwise handled with apparatus as required. All special handling and equipment charges shall be paid by Proposer.

#### **2.4.30 Related Equipment and Labor**

Nothing in this RFP or any contract resulting from this RFP shall prohibit VOFP from acquiring and installing any voice or data systems, communications (LAN/MEN/MAN/WAN) -related equipment or materials from another source, provided such equipment, materials and/or labor do not interfere with the proper functioning of the Proposer's Services.

#### **2.4.31 Conduct and Identification**

Proposer shall not perform work in a manner, which unreasonably impedes VOFP's business or any aspect of building construction.

Eating or drinking will NOT be allowed in Village buildings, SPECIFICALLY OFFICES, OPEN FLOOR AREAS, SERVER ROOM AND TELECOMMUNICATIONS CLOSETS, other than those specifically designated by VOFP for these activities.

#### **2.4.32 Safety**

Proposer shall be solely and completely responsible for the public safety and convenience of all persons and property where work related to this RFP is being performed, during all phases of the work. This requirement shall apply continuously during the term of the contract period and shall not be limited to normal working hours. No act or review by VOFP or its representatives is intended to include review of the adequacy of Proposer's safety measures in, on or near VOFP premises.

#### **2.4.33 Clear Away**

Throughout the progress of the work, Proposer shall keep the working areas free from debris of all types, and remove from the premises in a manner reasonably acceptable to VOFP; all refuse resulting from any work being done by it. At the completion of the work under the contract, Proposer shall leave the premises in a clean and finished condition to the reasonable satisfaction of VOFP.

#### **2.4.34 Building Damages**

Proposer shall be liable and responsible for any building damages caused by reason of its work. Repairs of any kind required will be made and charged to Proposer. Proposer shall take reasonable precautions to protect VOFP property adjacent to the work. No cutting, notching, drilling or altering of any kind shall be done to VOFP property by Proposer without first obtaining written permission from VOFP.

#### **2.4.35 News Releases / Publicity**

News releases or any other external or internal publicity pertaining to VOFP, this RFP or the project to which it relates shall not be made without prior written approval of VOFP, and then only in coordination with designated VOFP personnel.

#### **2.4.36 Cooperation and Collateral Work**

VOFP, its workers and Contractors, and others, have the right to operate within or adjacent to the worksite to perform required work. VOFP shall require that all such workers, Contractors and others and the Proposer coordinate their operations to cooperate in minimizing interference with one another.

#### **2.4.37 Inspections**

VOFP and/or its representative shall have the right to inspect contracted work at any time. In the event of questionable work, VOFP's reasonable decisions with respect to necessary corrective action shall be final. A joint inspection shall be made of the systems or service by VOFP and Proposer representatives before Acceptance. The inspection shall be of such character and extent as to disclose any unsatisfactory condition of apparatus, equipment or service.

Upon discovery and validation of the existence of any unacceptable conditions, Proposer shall act to rectify such conditions as quickly as possible so as not to negatively impact the project implementation schedule. VOFP shall be notified in writing of the correction of all unacceptable conditions as soon as they are completed. VOFP reserves the right to re-inspect corrected Work.

#### **2.4.38 Patent Infringement**

Proposer agrees, as part of its contract with VOFP, to indemnify VOFP with respect to any suit, claim, or proceeding brought against VOFP alleging that VOFP's use of any equipment, systems or services provided by Proposer constitutes a misuse of any proprietary or trade secret information or an infringement of any United States patent or United States copyright. Proposer agrees to defend VOFP against any such claims and to pay all litigation costs, reasonable attorney's fees, settlement payments and any damages awarded or resulting from any such claim.

In the event that an injunction is obtained against VOFP's use of any Proposer provided equipment, systems or services arising from such a patent suit, claim or proceeding, in whole or in part, Proposer shall, at its option, either: a) procure for VOFP the right to continue using the portion of the equipment, systems or services enjoined from use; or b) replace or modify the same so that VOFP's use is not subject to any such injunction.

In the event that Proposer cannot perform under this Section, VOFP shall have the right to return the System to Proposer upon written notice to Proposer and in the event of such return, neither party shall have any further liabilities or obligations under this Agreement or any related maintenance agreements, except that Proposer shall refund the depreciated value of the affected System at the time of such return, based on a mutually agreed depreciation schedule.

#### **2.4.39 Required Payments**

Proposer shall make all payments to its employees, agents and/or subcontractors in accordance with the applicable requirements of unemployment, old age, prevailing wage, workers compensation, and other insurance and social security provisions of the Federal, State and municipal governments and all other governing bodies, whether enacted at the time or prior to the execution of any Agreement resulting from this RFP or during the progress of the work, and shall assume all liability for the compliance with the requirements thereof, with respect to its employees, agents and/or subcontractors.

#### **2.4.40 Liens**

Proposer shall indemnify, defend and hold VOFP, and its equipment and other property, forever free and clear from all liens for labor and material furnished by or on behalf of Proposer.

#### **2.4.41 Force Majeure**

If the Proposer's performance under any contract resulting from this RFP is interfered with by reason of any circumstances beyond their reasonable control, including without limitation, fire, explosion, acts of God; war, revolution, civil commotion, or acts of public enemies; labor disputes or strikes; or shortage of materials; then the Proposer shall be excused from such performance on a day-for-day basis to the extent of such interference (and VOFP shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such obligations relate to the performance so interfered with); provided that: a) the Proposer shall notify VOFP in writing within three (3) business days after becoming aware of such an occurrence; b) VOFP does not notify the Proposer in writing within three (3) business days after receipt of Proposer's written notification of a Force Majeure occurrence that it has determined Proposer's claimed occurrence not to be a legitimate circumstance covered by this section; and c) Proposer uses their best efforts to remove such causes of nonperformance as quickly as possible.

A delay caused by shortage of materials shall not qualify under this section unless the Proposer furnishes to VOFP documentary proof that the Proposer has made every effort to obtain such materials from all known sources within the continental United States in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain such materials when originally planned did in fact cause a delay in the Cutover/Acceptance of the phase effected which could not be compensated for by revising the sequence of the Proposer's operations. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

Except for any additional compensation provided for under any contract resulting from this RFP, Proposer shall have no claim for damage or compensation for any delay or hindrance.

#### **2.4.42 Judicial Process**

Notwithstanding anything to the contrary contained herein, Proposer may not, under any circumstances, proceed after Cutover/Acceptance to take or dispose of any portion of the System or require VOFP to return any portion of such to Proposer except pursuant to judicial process and may not, under any circumstances, render any portion of the System unusable while still being used by VOFP, except pursuant to judicial process. In the event that VOFP notifies Proposer in writing that VOFP contests or disagrees with a determination by Proposer that VOFP is in default hereunder, Proposer shall under no circumstances be excused from or cease performance of its obligations hereunder except upon a judicial determination that VOFP is, in fact, in default hereunder. Proposer hereby acknowledges and agrees that the provisions of this subsection are necessary to prevent VOFP from suffering severe and irreparable damage in the event that a bona fide dispute arises between Proposer and VOFP regarding the performance of their respective obligations hereunder and Proposer, despite the bona fide nature of such dispute, chooses to take any actions prohibited by the provisions of this subsection.

#### **2.4.43 Termination for Default**

If Proposer fails to deliver, install, and implement Services contracted for in accordance with the description thereof set forth in any Agreement resulting from this RFP, within the time limits specified in said Agreement, or pursuant to any other parts of said Agreement that provide for termination or define a default, VOFP may, upon ten (10) calendar days' written notice to Proposer specifying the default, terminate this Agreement or, at VOFP's option, such portion of this Agreement as to which there has been default. If Proposer corrects the default, and provides VOFP a written confirmation describing how the default was corrected, within such 10-calendar-day period, and VOFP reasonably agrees in writing that the default has been corrected, this Agreement shall continue as if the termination notice had not been given.

In the event of activation of this Section, VOFP, at its sole discretion, may require Proposer to transfer title and deliver to VOFP any completed elements of the Services, any partially completed elements of the Services, and any materials, equipment, plans, drawings, information, and contract rights as Proposer has specifically produced or specifically acquired for the performance hereof. Payment for completed Service elements delivered to and accepted by VOFP shall be at contract price.

In the event of termination for cause, Proposer shall assist and cooperate with VOFP in effectuating such termination in an orderly fashion in order to minimize disruption to VOFP's business and to minimize the cost of discontinuing implementation of the Services.

#### **2.4.44 Assignment**

No contract resulting from this RFP may be assigned by the Proposer without the prior written consent of VOFP.

#### **2.4.45 Hold Harmless Clause**

Contractor agrees to hold harmless and indemnify VOFP, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of any contract arising from this RFP process by Contractor, including claims, loss, liability, damage, and expense caused or claimed to be caused by passive negligence of VOFP, its officers or employees. Contractor agrees to defend VOFP, its officers or employees against any such claims. This provision does not apply to claims, loss, liability, damage, or expense arising from the sole negligence, willful misconduct, or active negligence of VOFP.

#### **2.4.46 Severability**

In the event of invalidation of any portion of any Agreement resulting from this RFP, Proposer and VOFP agree that such invalidity shall not affect the validity of the remaining portion of said Agreement. Proposer and VOFP agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.

#### **2.4.47 Conflicts in Terms (Precedence)**

If conflict arises from the RFP, Contractor proposal, or any Agreement resulting there from, VOFP shall be entitled to unilaterally remedy the conflict in its own best interests, as follows: Wherever there is variance between the language in Proposer's standard Agreement and the requirements and commitments stated in this RFP and Proposer's RFP response, those requirements and commitments will take precedence over language of Proposer's standard Purchase Agreement. Whenever there is a variance between the language in the final negotiated Agreement and other documents including the RFP the final agreement takes precedence.

#### **2.4.48 Notices**

All notices which either party to any contract resulting from this RFP is required or may desire to give the other party hereunder shall be deemed given upon receipt thereof when in writing sent by certified or registered mail, return receipt requested, postage prepaid, by telegram or facsimile, or by hand delivery with receipt acknowledged. All such notices to VOFP shall be as set forth in the contract between the parties or such other address as either party may specify from time to time by written notice delivered in accordance herewith. Any notice given pursuant to this Section shall be effective three (3) days after the day it is mailed, upon receipt as evidenced by the U.S. Postal Service return receipt card, or by written acknowledgement of hand delivery, whichever is earlier. The inability to deliver because of a changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

#### **2.4.49 Additional Terms and Conditions**

VOFP reserves the right to determine, formulate and include additional terms and conditions during final contract negotiations with the selected Contractor. These terms and conditions shall be within the general scope of the RFP.

#### **2.4.50 Governing Law**

The formation, interpretation and performance of any Agreement resulting from this RFP shall be governed by the laws of the State of Illinois, provided that no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties. Both parties agree to submit to binding arbitration as to any and all disputes arising out of the execution of this agreement subject to the rules of the American Arbitration Association and the laws and regulations of the State of Illinois.

#### **2.4.51 Governing Regulations**

All work and materials shall be in full accord with the requirements of all public safety and building codes, the State Fire Marshal, the National Electric Code and other applicable state laws or regulations. Nothing in the plans or specifications shall be construed to permit work not conforming to these codes and orders.

## **2.5 DESCRIPTION OF SERVICE PROVIDER'S SERVICES**

### **Service providers are to:**

- Provide a complete physical, operational and performance description of the proposed services.
- Explain in detail the distinctions between your products and likely competitors.
- If multiple solutions are proposed, explain in detail the distinctions (Pros and Cons) between the designs, including price, function, performance, and reliability differences.

## **2.6 RFP RESPONSES**

One (1) price will be accepted per service provider per proposed solution, and the proposed price should be your best and most competitive price. Please note that VOFP desires up to three solutions from each service provider; highly available, medium or best balanced, and most economical. The Proposer is instructed to identify proposals thus: RFP Solution 1 as the option A, RFP Solution 2 as the option B, and Solution 3 as option C. The Proposer should provide a full set of pricing sheets for any such included alternatives. No allowance will be made for increases in prices proposed in response to this RFP regardless of equipment, materials, services and/or features overlooked or omitted.

## **2.7 COST SUMMARY**

### **2.7.1 Cost to Purchase Service(s)**

The Proposer is requested to separately identify all items and associated costs required to satisfy the initial service configuration. The Proposer shall submit an itemized, detailed pricing schedule and total service price (inclusive of all fees, shipping and taxes) for all elements of the proposed Network services specified in this RFP. Supporting hardware, software, training, maintenance, documentation, and other services should also be included.

### **2.7.2 Schedule of Prices**

The Proposer shall submit an itemized pricing schedule for any proposed services, system hardware, and ancillary elements, which shall represent guaranteed pricing for a period of not less than 6 months following the final installation date. This will not, however, preclude VOFP from taking advantage of any promotional pricing made available by the Proposer during that 6 month period which would result in further cost savings for VOFP. VOFP reserves the right to increase or decrease the equipment order at their discretion. The Proposer must guarantee their unit pricing regardless of these adjustments.



### **2.7.3 Upgrades and Maintenance Prices**

It is expected that maintenance on any equipment to support the offered services will be included in the service price itself. However if there is any additional hardware or equipment the Proposer shall provide a schedule of maintenance costs associated with it including, updates and new releases. The Proposer shall submit an itemized pricing schedule for each proposed maintenance alternative, inclusive of preventative maintenance, contract-basis and/or on-call maintenance. The algorithm (i.e., dollars/month/instrument, dollars/hour, etc.) for each type of maintenance should be clearly identified so that VOFP will be able to project yearly maintenance costs over a minimum of two years following the installation. The Proposer must identify whether or not maintenance alternatives will include sub-contractors, and provide information regarding possible subcontractors in their RFP response.

## **2.8 COSTS FOR PROPOSAL RESPONSE PREPARATION**

Any costs associated with the preparation of the response to this RFP shall be borne by the responding Proposer. VOFP will not accept any charges for response preparation, regardless of whether or not a Proposer is selected to provide the described services and products.

## **2.9 EQUIPMENT RELEASED FOR CUSTOMER SHIPMENT**

The Proposer shall provide information as to the first day of “customer release shipment” for each product proposal. In the event the Proposer is proposing products that are not currently shipping, the Proposer must identify this and fully explain how they will accommodate the VOFP schedule. All equipment must be shipped with the latest software/firmware releases unless VOFP determines that not to be in their best interests. As the implementation timeframe is expected to be as long as 3 months, VOFP requires that all software releases installed are compatible. Should proposed equipment be replaced with newer comparable manufacturer models during the implementation period, VOFP reserves the right to substitute the newer products for those proposed here. VOFP expects the Proposer to provide favorable terms for this substitution.

## **2.10 REGULATORY COMPLIANCE**

All hardware and software proposed must be compliant with American (US) regulatory standards for electrical and communications equipment.

### **3 CONCEPTUAL METRO ETHERNET NETWORK**

#### **3.1 OVERVIEW**

The Village of Franklin Park (VOFP) is seeking a data and voice communication provider to install a Metro Ethernet Network (MEN) with voice-grade quality of service (QoS), two Internet connections and three Primary Rate Interfaces (PRI). The provider will install, setup and configure the MEN services in 6 sites. The provider will also install, setup and configure internet services in two sites one 20 and 50 Megabyte internet connection. This WAN will interconnect six Village sites as listed on Appendix A. To support future applications, the proposed solution shall also accommodate Point-to-Point and Multipoint-to-Multipoint topologies.

It is in the best interest of VOFP that all sites are served with the proposed service with a single Proposer. No co-mingling of Proposer's or partial installation of sites is allowed.. This proposal is intended for a "turnkey" solution to be provided to VOFP. Final termination of service is to be located in the demarcation (demarc) of each site. The demarc is defined as the current location of each site's edge router, typically in each site's Main Distribution Facility (MDF) location. The physical cable hand-off from the Service Provider shall be a minimum 100Mbps (or higher) connection with current VOFP systems.

Proposer shall be responsible for any and all costs of delivering the proposed service to the point of demarcation (curb to demarc), including, but not limited to, any associated construction costs, such as: fiber cables, copper cables, trenching, conduit, innerduct, backfill, easements, permit allocation, rack installation, grounding, bonding, any and all electrical outlets and/or power requirements to service provider equipment including a minimum 2-hr UPS backup system. Due to future growth of Metro-Ethernet (proposed service), all sites must be fed with fiber cabling from curb to demarc.

Proposer shall be responsible for software configuration and network system design changes required to provide a working data network service to all sites utilizing the proposed service. This includes VLAN, port, routing, IP subnet, QOS/SLA voice grade modifications to existing VOFP data equipment such as routers, switches, etc.

Successful implementation of the proposed service shall be coordinated with Village staff for each site, and it shall include a ping test from a workstation at each site to the VOFP Police Station router, a successful Internet access web page test using a site workstation browser to the Service Provider home page and proper initial performance of various Village network applications.

### **3.2 CURRENT NETWORK EQUIPMENT**

The Proposer's equipment will interface with the existing VOFD provided Ethernet Equipment. The following is a sampling of the type of equipment the Proposer is likely to interface with in the Village:

#### **Village Hall**

- a. HP Procurve 5406 ZL
- b. Nortel Passport 1424 T

#### **Fleet & Water**

- a. HP Procurve 3500 yl POE
- b. Nortel 350 24T

#### **Police Station**

- a. P E5406 ZL voice
- b. HP E5412 ZL Data

#### **Fire station 1**

- a. HP 3500 YL 24G POE

#### **Fire Station 2**

- a. HP 3500 YL 24 G POE
- b. Netgear GS 748 TS
- c. Baystack 350T HD

#### **Firestation 3**

- a. HP 3500YL 24G POE

Each site has a Minimum Point of Entry (MPOE) and a Main Distribution Facility (MDF).

### **3.3 FIREWALL AND SECURITY SYSTEMS**

The Internet access point will also be a part of the MEN, however the Proposer will be required to coordinate work with VOFD during the implementation to ensure that the new MEN solution will not interfere with their existing security technology or ISP connectivity.

### **3.4 OPTIONS FOR NETWORK MANAGEMENT**

Please describe any management options for the proposed Metro Ethernet Network and any associated costs.

### **3.5 OPTIONS FOR HIGH AVAILABILITY**

VOFD is looking for a redundant solution. The new MEN network will essentially be added to the existing network for higher capacity.

## **4 GENERAL NETWORK REQUIREMENTS**

### **4.1 OVERVIEW**

4.1.1 Proposers shall provide a one-page summary of their current IP or Ethernet based service provider network infrastructure. This summary should include information such as the make, model, and version number of all major infrastructure (i.e. service node) equipment.

4.1.2 Proposers shall provide a summary of their various MEN/MAN and WAN product offerings and their intended use.

4.1.3 Proposers shall provide a network topology diagram of the regional network backbone. This diagram should detail how the network is meshed. Also, Proposers shall detail all plans to change the network.

### **4.2 STANDARD SERVICE LEVELS**

4.2.1 Describe normal service or bandwidth guarantees.

4.2.2 Describe the “Over subscription” percentage (%) allowed, if any. (NOTE: In this context Over subscription means the ratio of upstream bandwidth as compared to downstream bandwidth at an aggregation point if there are any. This is sometimes called a blocking ratio or overbooking).

4.2.3 Describe the type of bursting supported by the network (up to and including access speed, port speed and duration). Describe how packets that go above any burst limits are handled.

4.2.4 Describe the maximum latency on the proposed Metro Ethernet network and what VOFP will contractually be committed to.

4.2.5 Describe general Quality of Service (QoS) and bandwidth allocation terms.

### **4.3 SERVICE LEVEL AGREEMENT (SLA)**

4.3.1 The nature of VOFP's business is integrated such that its communication network is critical to the day-to-day operation of all aspects of the Village. Consequently, the reliability and backup alternatives of the network are of crucial concern.

4.3.2 Proposer shall describe all major failures that have occurred on your data network in the past three years. Also, please describe major outages including the recovery time for each failure.

4.3.3 Proposer shall discuss any procedural changes implemented during the past three years to eliminate or minimize major failures in the future.

4.3.4 Proposer shall state the average customer outage time resulting from major failures.

4.3.5 Proposer shall outline policies and procedures for interfacing with customers in the event of a major failure.

4.3.6 Proposer shall delineate how network reliability is measured and reported.

4.3.7 Proposer shall describe the scheduled maintenance program.

4.3.8 Proposer shall describe policies and procedures if the guaranteed latency for the network is not met.

### **4.4 SERVICE OPTIONS AND AVAILABILITY**

4.4.1 Describe local access options and requirements for this service.

4.4.2 For each location, identify what access speeds are available

4.4.3 Identify average physical port provisioning time for new service

4.4.4 Identify average logical provisioning time for new service

4.4.5 Identify average time to change Port speed, if for example, VOFP wanted to convert any segment from 100Mbps to 1GBps.

4.4.6 Identify On-line network monitoring capabilities. Provide information on this capability and indicate whether there is an SNMP interface.

4.4.7 Identify types of network performance and utilization reports provided. State if these reports are a cost or no-cost item. If there is a cost it must be shown on the pricing sheet for the various options.

4.4.8 Identify current capability to support applications via IP or Ethernet (such as Voice over IP, etc.)

#### **4.5 EMERGING TECHNOLOGIES**

4.5.1 It is important that VOFP remain fully informed of new technological developments in the area of voice and data communications. Therefore, VOFP desires to establish a close liaison with the service provider. Describe the process that will be implemented to allow for a technology liaison between the VOFP and your organization.

4.5.2 Identify services you provide for voice, video and data over IP/Ethernet.

4.5.3 Proposer shall describe how they might involve VOFP in emerging technology field trials.

## **4.6 NETWORK MANAGEMENT REPORTING**

4.6.1 Proposer shall list and supply examples of statistical and graphical network management reports that can be provided on a monthly basis. Monthly reports should include summary and detail reports of all network outages, network availability, capacity plans, load balancing, equipment inventories, problem determination and continuous improvement efforts. Specify all charges (if any) for custom reporting services. If any of these Management capabilities are not available the Proposer should indicate when they might be available or recommend an alternative way for VOFP to achieve the reporting goal. For example, a Proposer may have a consulting group that can offer a turn key management solution or a remote Network Operations Center (NOC) service.

4.6.2 Proposer shall provide examples of specific reports that cover the following metrics:

- Link Utilization or Usage
- Burst or Broadcast Statistics
- Link error or health statistics. (framing, CRC, etc.)
- Dropped or discarded packets.
- Latency or Delay

## **4.7 NETWORK MANAGEMENT CAPABILITIES**

4.7.1 Proposer shall define available services to VOFP that allow real time visibility into the network performance metrics

4.7.2 Proposer shall define other services available to VOFP that allow real time visibility into other areas of the network for services provided to VOFP. Describe the ability to provide:

- SNMP polling / trap reception access to information
- RMON access
- Management information provided via a separate link to carrier (out of band)
- Link up / down status alarms
- Link fail-over or re-route alarms
- Utilization thresholds exceeded
- Advanced notification regarding planned work / maintenance.

## **5 METRO ETHERNET NETWORK , INTERNET SERVICES AND PRI's SPECIFICATIONS**

### **5.1 VILLAGE REQUIREMENTS**

**The following are the Village access requirements and the Proposer should indicate how they will meet each requirement and associated costing.** If the Proposer has a superior method, they can offer it as an option, but will be required to describe how they meet each item.

5.1.1 The Village will require a minimum of six 100Mbps equivalent Ethernet connections and a minimum of three PRI's. The Proposer should also include cost to increase segment bandwidth from 100 Mbps to 1 GB, where applicable.

5.1.2 The Proposer should indicate any additional services or features that are bundled with the Metro Ethernet service.

5.1.3 There will be "routing" intelligence at VOFP sites. It is expected that the connections will be simple Layer 2 only connection, however, describe layer 3 and/or routing options as it relates to the proposed Metro Ethernet Network and how it will function within the VOFP Village Network.

### **5.2 INTERNET SERVICES REQUIREMENTS**

The following are the Internet Services requirements. The Proposer should indicate how they will meet each requirement. If the Service Provider has a superior method they can offer it as an option but will still be required to describe how they meet each item. **(see Appendix A for a list of sites in Proposal).**

5.2.1 The Proposer will provide two Internet Services connections.

- One 5 MB symmetrical dedicated bandwidth internet connection at Fire Station 2 (10001 Addison, Franklin Park IL).
- One 20 MB symmetrical dedicated bandwidth internet connection at the Police Station (9451 Belmont Ave, Franklin Park IL).

5.2.2 The Village will need to be able to differentiate between the Village sites and MEN in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the Village sites and the Police Station or via some Virtual technology such as Optical Wavelength switching, MPLS or some other "partitioning" scheme. The proposer is directed to describe in detail how this will work in their proposal.

5.2.3 Network intelligence, routing and security will occur at the Police Station.

5.2.4 The Proposer should indicate any additional services or features that are bundled with the Metro Ethernet services.

## **6 PROVISIONING AND INSTALLATION**

The Proposer will be responsible for a turnkey service installation and configuration. VOFP expects the Proposer to do the software installation, hardware installation and any logical configuration required to turn up the MEN Services. VOFP expects the Proposer to ensure a functioning service prior to each cutover date.



## **6.1 INSTALLATION GUIDELINES**

6.1.1 VOFP will provide RJ45 patch panels and CAT 5e or CAT 6 4-pair cables for patching to their Ethernet LAN equipment. The Proposer will be required to specify the number and types of inter-chassis fiber or copper required for the physical infrastructure. The Proposer will be required to do all patching or cross connects for any Customer-premises equipment (CPE) devices, Fiber infrastructure or other devices necessary to turn up service.

6.1.2 VOFP will make available some of its network support staff for knowledge transfer via cross training. The Proposer's installation team will be responsible to provide on-site basic operations training to these staff on any new equipment.

6.1.3 The Proposer must include all material items and labor required to complete the install and configuration of a fully functional MEN Service.

## **6.2 SERVICE PROVISIONING**

6.2.1 The Proposer shall be responsible for accurate and timely provisioning of all data and voice communications networks services and segments, including local access, three Primary Rate Interfaces (PRIs), Internet Services and termination. The selected Proposer will be responsible for processing the entire order (i.e., VOFP order through successful installation) from premise-to-premise, demarc to demarc.

6.2.2 VOFP will assume responsibility for coordinating installation at each location of any required LAN equipment. However, to the extent necessary to successfully install other non-Proposer systems and equipment, Proposer will be available and assume a lead role in working with VOFP and the other Proposer.

6.2.3 The Proposer will ensure that the new Metro Ethernet circuits meet or exceed generally accepted and applicable industry standards. The Proposer will work with Ricoh to integrate and configure the Metro Ethernet circuits and PRIs to support the Fidelity VOIP system. VOFP reserves the right to review, for approval, the acceptance testing processes and procedures of selected Proposer (s).

6.2.4 Change orders shall adhere to the following process:

6.2.4.1 Proposer will acknowledge receipt of all orders within 24 hours. VOFP may request this in hard or soft copy format.

6.2.4.2 All orders and/or service agreements will be in a mutually agreed upon format, and bound by the terms and conditions incorporated in the agreement reached in answer to this document.

6.2.4.3 Installation lead times will be based on a predetermined service schedule agreed to by both parties.

6.2.4.4 Proposer will provide VOFP within (5) five days of order: the order number, circuit identification, circuit termination address, test date, installation due date, and relevant contact name(s).

6.2.4.5 On the installation due date, the Proposer will notify VOFP that the new or re-provisioned service is available and the service order is complete.

6.2.4.6 Any changes to installation dates initiated by the Proposer must be agreed to by VOFP to permit the adequate rescheduling of resources and related activities.

6.2.4.7 Proposer representative(s) shall be available to meet with VOFP on an “as required” basis to review outstanding orders.

6.2.5 Proposer will make “best efforts” to expedite orders when requested by VOFP.

6.2.6 Proposers shall state due date intervals proposed for VOFP for relocations and new installs.

## **7 TESTING REQUIREMENTS**

The Proposer will conduct operational acceptance tests at each location. Immediately following the initial installation, the Proposer will be required to perform these tests. The Proposer will conduct a validation test of each Metro Ethernet “Port” or circuit interface. These tests shall be consistent with the advertised performance specifications as agreed upon in the contract. In addition to the operation tests, integration tests will perform end-to-end checks between VOFP devices attached to the MEN connection. Failover testing will also be required wherever redundant or diverse circuits are located. Successful completion of these tests will be required before VOFP accepts the service for a given location. Acceptance will be authorized by VOFP upon successful completion of the tests.

## **8 TRAINING REQUIREMENTS**

Up to four representatives from VOFP will be trained on the use and configuration of all new Metro Ethernet Services; including any management software or web portal for performance reports. The Proposer shall provide information regarding proposed training pricing, content, format, schedule, and duration of classes and total number of students per class. VOFP’s goal is to have two (2) Primary person trained prior to the first service turn up, the remaining two backup support staff can be trained at any time within the first six months of operation.

### **8.1 LOCATION**

The Proposer shall identify the specific location of the proposed classes. If the classes are offered at the Proposer site, it is highly desirable that these be offered locally. If possible, VOFP would prefer the training to be held at a VOFP facility.

### **8.2 SCHEDULE**

Include a class schedule for the recommend classes for 2014.

### **8.3 TRAINING CREDIT**

If available, the Proposer shall include additional training credits that can be used at VOFP’s discretion.

## **9 MAINTENANCE REQUIREMENTS**

### **9.1 MAJOR AND MINOR FAILURES**

For purposes of this RFP, a major failure is defined as a total disruption of service to any component of a given Metro Ethernet connection.

The Proposer shall provide maintenance support, which guarantees four-hour on-site response time on all major system outages (during the hours of 8am to 5pm) and 24-hour advance parts replacement on minor repairs. The elapsed time for the above response time stipulation will be considered to be the interval between the actual placing of a call for service by VOFP to the Proposer's maintenance center, and the time the service is fully restored to normal operation (via remote dial-in or on-site presence).

9.1.1 It is expected that upon receiving a call from an authorized VOFP representative, the Proposer will call back within one half hour acknowledging the problem and detailing the plan of action to resolve the problem.

9.1.2 VOFP recognizes that the response times mentioned above are standard throughout the industry. However, given the communications-dependent nature of the Village, VOFP will look favorably upon Proposers who can and will guarantee faster response time on major outages. The Proposers shall include an alternative price for two-hour response time.

9.1.3 Warranty Replacement Items; VOFP requests that the exact terms of warranty replacement be disclosed. Emphasis should be placed on the time it takes to get a replacement.

### **9.2 AVAILABILITY**

The Proposer shall allow authorized VOFP personnel to contact Proposer technical support and trouble ticket support via a toll free number. This service shall be available 24 hours per day, 365 days per year.

### **9.3 ESCALATION**

Management Escalation Procedure for Major Outage. In the event that a major outage continues for 6 hours, the Proposer will escalate the condition to the Proposer's management to insure that proper attention is given to the condition so that specific action can be developed to expedite restoration. Proposer shall indicate whether or not such an escalation procedure is a standard part of their normal maintenance operations.

## **10 SERVICE PROVIDER BACKGROUND**

### **10.1 SUPPORT CAPACITY**

10.1.1 The Proposer shall provide information documenting that it has a minimum of five systems engineers supporting Franklin Park, Illinois. The Proposer shall provide information documenting that all listed subcontractors have a minimum of five systems engineers supporting Franklin Park, Illinois.

10.1.2 The Proposer shall provide information documenting that it has multiple Technical Support Centers available for toll free technical assistance calls providing 24-hour support.

### **10.2 REFERENCES**

10.2.1 The Proposer shall provide a list of at least three previous installations completed in the last twelve months, similar in size and scope to the one being proposed for this project. The reference information shall identify the client, the type and size of the installation and the dates on which these installations were complete, a contact person and phone number in the client's organization should be available upon VOFP's request.

10.2.2 The Proposer shall include names and responsibilities of key personnel that will be participating in this project.

10.2.3 Proposer shall identify and explain all strategic alliances their company has developed, which can affect the scope and/or quality of services provided to VOFP.

## **11 SERVICE PROVIDER RESPONSE SUMMARY**

11.1.1 Proposers must submit a complete response to this RFP. It is requested that the Proposer follow the numbering sequence exactly in notating responses to specific sections and questions.

11.1.2 Proposers must respond in a clear and professional manner. Electronic "soft copy" submission is required, but the document should be formatted to print on 8½"x11" paper.

11.1.3 The Proposer must include an RFP summary. All hardware, software and services proposed must be contained in the RFP summary. The Proposer may use summary sheets in their own format.

12 APPENDIX A – Propose METRO ETHERNET NETWORK for the Village

Site Name	Site Address	MEN Connection	Internet Connection	PRIs
Fire Station 1	3113 Atlantic	100 MB		
Fire Station 2	10001 Addison	100 MB	20 MB	1
Fire Station 3	2940 Elm St.	100 MB		
Norcomm Dispatch	2600 North Mannheim Rd	100 MB		
Fleet & Water Garage	9300 Belmont Ave	100 MB		
Police Station	9451 Belmont Ave	100 MB	50 MB	2





