



OFFICE OF THE COUNTY OF WILL EXECUTIVE
LAWRENCE M. WALSH

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

Rita Weiss
Purchasing Director

(815) 740-4605
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rweiss@willcountyillinois.com

September 7, 2018

To Whom It May Concern,

You are invited to submit your bid for Telecommunications Time and Materials Contract for The County of Will, 302 N. Chicago Street, Joliet, IL. 60432. The attached information should provide you with sufficient data to respond to the Invitation for Bid (IFB). A pre-bidders conference will not be held.

A BID BOND OR CASHIERS CHECK MADE PAYABLE TO THE COUNTY OF WILL TREASURER MUST ACCOMPANY YOUR BID OR IT WILL NOT BE CONSIDERED. MONEY ORDERS OR COMPANY CHECKS WILL NOT BE CONSIDERED. THIS MUST BE 10% OF THE EXTENDED COST IN LINE ITEM 1 OF THE TIME AND MATERIAL PRICING FOR THE ONE (1) YEAR CONTRACT PERIOD.

Bids will be received in the Purchasing Department, 2nd Floor, the County Office Building, 302 N. Chicago St., Joliet, IL 60432, due not later than, **“as so indicated by the time stamp clock of the County of Will 11:00 A.M. Friday, September 21, 2018”**. **Bids received after this time will not be accepted.** Please include one original and four (4) copies of your bid, plainly marked. Please also include a digital copy as a searchable PDF of all submitted materials, on a USB smart drive or CD. An emailed version cannot be accepted.

Bids will be publicly **opened** and read by the Will County Executive or his representative at **11:10 A.M. Friday, September 21, 2018**, at the County Office Building, 302 N. Chicago Street, Joliet, IL 60432, 2nd floor, County Board Room.

The tendering of a bid to the County of Will (the County) shall be construed as acceptance of the specifications. The bidder acknowledges the right of the County to reject any and all bids and to waive non-material informality or irregularity in any bid received in whole or part as may be specified in the solicitation.

If you should have any questions regarding the content of the bid specifications, please contact Rita Weiss, Purchasing Director, at rweiss@willcountyillinois.com.

We welcome your bid.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

ADVERTISEMENT OF BID
TELECOMMUNICATIONS TIME AND MATERIALS
THE COUNTY OF WILL

SEALED BIDS FOR TELECOMMUNICATIONS FOR TIME AND MATERIALS FOR A 12 MONTH PERIOD WITH TWO (2) OPTIONAL 12-MONTH RENEWALS, WILL BE RECEIVED AT THE COUNTY OF WILL PURCHASING DEPARTMENT, 2ND FLOOR OF THE COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 11:00 A.M., FRIDAY, SEPTEMBER 21, 2018.

BIDS WILL BE PUBLICLY OPENED AND READ BY THE COUNTY OF WILL EXECUTIVE OR HIS REPRESENTATIVE AT 11:10 A.M., FRIDAY, SEPTEMBER 21, 2018 AT THE COUNTY OFFICE BUILDING, 302 NORTH CHICAGO ST, 2ND FLOOR, JOLIET, IL 60432 IN THE COUNTY OF WILL BOARD ROOM.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com, AND www.willcountyillinois.com AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, THE COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL. 60432, (815) 740-4605 OR purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY OF WILL SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY AND ALL BIDS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED IN WHOLE OR PART AS MAY BE SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE COUNTY OF WILL EXECUTIVE, LAWRENCE M. WALSH.

Invitation for Bid

Provision of
Telecommunications

TIME AND MATERIALS

For

THE COUNTY OF WILL



September 7, 2018

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INSTRUCTIONS TO BIDDERS

1. This bid request provides Bidders with instructions for responding to the County's needs as well as an overview of the content of these requirements. The overview provides background information regarding, this project, specific design considerations, project objectives and timeframes.
2. Please note that while the County encourages your creativity in the design and engineering of the various services, you must still fulfill all functional requirements detailed in this Invitation for Bid (IFB). Pricing for all options should be itemized as specified in the pricing section of the IFB. Project Pricing, Bid Form contains pricing tables for the various categories of services. **All information requested in Project Pricing, for each of the service categories proposed, must be completed with detailed and fully itemized pricing.**
3. The primary contact is:
Rita Weiss, Purchasing Director, rweiss@willcountyillinois.com.
4. The Requirements in this IFB are not intended to exclude bidders. However, you are expected to answer all questions in the IFB. If you are unable to comply with a specific item in the IFB, you must prepare a separate listing of exceptions. If you do not indicate exceptions to the Requirements, we will assume that you fully comply with the Requirements. It is within the discretion of the County of Will Board to determine whether an exception is a material deviation from the bidding requirements.
5. The prices and conditions contained in your proposal must be firm for a period of one hundred and twenty (120) days from the date of the bid opening. The responsibility of accuracy and completeness of the proposal is the bidders alone.
6. **Bidder proposal responses to the IFB must include neatly labeled tab dividers between all designated IFB sections and exhibits. (See Tabbed Bid Submission Requirements)**
7. One set of Requirements is provided with this Invitation for Bid. **This set and all supporting documentation must be returned intact with original copy of your proposals.**
8. This Invitation for Bid contains proprietary and sensitive information about the County and its network services. The content of this document is copyrighted and may not be reproduced, in whole or in part, disclosed or distributed to any parties within or outside the Bidder organization, except as necessary to prepare the bid response.
9. You may provide additional sales and engineering documentation with your proposal. Such information shall be submitted in a separate binder, neatly organized with its own table of contents and labeled tab dividers between sections/documents. An oral presentation of all proposals may be scheduled at any time after receipt of proposal responses.
10. The County reserves the right to request additional information after your proposal has been submitted.
11. The IFB response and all related documentation shall become the property of the County. To the extent allowable by Illinois law, all Bidder information shall remain proprietary and confidential and will not be shared with anyone outside the County project team members; in your response, you must clearly identify all information which is proprietary and confidential. Please review to the provision of the IFB which addresses the County's duty to comply with the Freedom of Information Act.
12. You must provide the name of your registered agent or attorney in your response.

GENERAL REQUIREMENTS

TELECOMMUNICATIONS TIME AND MATERIALS THE COUNTY OF WILL

Sealed bids are invited for TELECOMMUNICATIONS TIME AND MATERIALS for the County of Will, 302 N. Chicago Street, Joliet, IL. 60432.

Timeline:

Deadline for Written Questions	3:00 P.M. Friday, September 14, 2018
Deadline for Bid Submission	11:00 A.M. Friday, September 21, 2018
Public Opening	11:10 A.M. Friday, September 21, 2018
Anticipated Bid Approval	October, 18, 2018 County Board Meeting

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor of the County Office Building, 302 N. Chicago Street, Joliet, IL. 60432, **not later than 11:00 A.M. Friday, September 21, 2018, "as so indicated by the time stamp clock of Will County"**. **BIDS RECEIVED AFTER THIS TIME, WILL NOT BE ACCEPTED.**

Sealed Bids will be publicly opened and read aloud by the County of Will Executive or his Representative at **11:10 A.M., Friday, September 21, 2018** at the County Office Building, 302 N. Chicago Street, 2nd Floor in the County Board Room, Joliet, IL. 60432,

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. **The complete set of Contract Documents shall be submitted with the submitted bid with ONE ORIGINAL AND FOUR COMPLETE COPIES, CLEARLY MARKED.** One digital copy as a searchable PDF of all submitted materials, on a USB smart drive or CD, should also accompany the hardcopies.

Bids shall be submitted on the forms furnished by the County in a sealed container or package, ***plainly marked***, with the Bidder's name, address and the notation:

SEALED BID: 2018-12 Telecommunications Time & Material

BID DUE: Friday, September 21, 2018, 11:00 A.M.

Sealed bids shall be addressed to the County of Will Purchasing Department, the County Office Building, 302 N. Chicago Street, Joliet, IL. 60432.

SPECIFICATIONS:

Specifications are attached hereto and incorporated herein.

CONTRACT DURATION:

Will County desires the Time and Material Services will be a one (1) year agreement beginning November 1, 2018 and extending through October 31, 2019 with options of adding two (2) 1 year terms, for not more than 4% or CPI on a per hour basis , which ever is greater. The extensions of the Time and Material Services contract are at the sole discretion of the County.

APPROPRIATION OF FUNDS:

“In the event the County Board fails to appropriate funds for this Agreement, the obligations of both the Contractor and the County will cease immediately without any penalty or liquidated damages or any other payments”.

TAX EXEMPTION:

The County is exempt from Federal, State and Municipal Sales Tax.

TAXES:

The Bidder shall pay all applicable sales, use, service use, service occupation, social security and other taxes, levies assessments, and duties and shall make income tax deductions as required by local State and Federal law.

RIGHT OF THE COUNTY TO TERMINATE CONTRACT

1. If any of the provisions of the Contract are violated by the Vendor, or if the Vendor shall violate any applicable law, ordinances, rules or regulations or work requirements set forth in the bid specifications, or if the Vendor shall be adjudged as bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Vendor, or if at any time during the progress of the work the Vendor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Vendor fail to pay and discharge the same within 5 days after demand made by the person or persons furnishing such labor, material or equipment, the County may serve written notice upon the Vendor, and the surety, if any, of its intention to terminate the Contract. Unless within 10 days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Vendor shall, upon the expiration of said 10 days, at County's option, cease and terminate work. The Contract shall then be null and void.
2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety, if any, and the Vendor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of such Surety of notice of termination, the County may take over work and prosecute the same to completion by other contract or by force. Vendor shall be liable to the County for any excess cost to the County occasioned thereby, and in such event the County may take possession of and utilize in completing the work, such material, equipment and the like as may be on the project site of the work and necessary therefore.
3. Notwithstanding anything contained herein to the contrary, failure to comply with or perform the required services as stated in the specifications shall be cause for termination.
4. Notwithstanding anything contained to the contrary herein, the Owner or its assign may terminate this agreement by giving the Contractor written notification of termination of this agreement by registered United States Mail, sufficient postage prepaid, return receipt requested, addressed to the Contractor at its address stated in the Contract, at least 14 days prior to termination, with service of such notice conclusively presumed to be received on date of dispatch. In such event, the Contractor shall only be entitled to receive a prorated payment for work actually performed pursuant to the Contract through date of termination.

SIGNATURE OF BIDS:

The signature on bid documents shall be that of an authorized representative of Bidder. The proposal and any clarifications to that proposal shall be signed by an officer or agent of the offering Bidder who is empowered to bind the Bidder in a contract.

Each Bidder, by making his bid, represents that he has read and understands the bidding documents.

Any bid not containing said signed documents shall be non-conforming and shall be rejected.

BIDDING PROCEDURES:

1. All bids must be prepared on the **forms provided** by Will County and **one (1) original and four (4) complete copies, CLEARLY MARKED, plus a CD copy** submitted in accordance with the Instructions to Bidders. All paperwork included in each bid response can be viewed by the other vendors present after the reading of all bids has taken place. Bidders not present at the bid opening, requesting results at a later date will be given a copy of our Bid Tabulation Sheet. This sheet will include any figures captured from the **Bid Form**.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the Bidders. A bid is invalid if it is not in a sealed container or package.
3. Unless otherwise provided in any supplement to the Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for one hundred twenty (120) days after the time designated for the receipt of bids in the Advertisement for Bids.
4. Changes or correction may be made in the bid documents after they have been issued and before bids are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, such addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should the bidder be in doubt as to their meaning, they shall, at once, and in any event, not later than the technical questions due date of September 14, 2018 by 3:00 pm, notify Will County, who will, if necessary, send written addenda to all bidders. Will County will not be responsible for any oral instructions. Should you have any questions regarding this bid, please contact Rita Weiss, Purchasing Director in writing at rweiss@willcountyllinois.com. After bids are received, no allowance will be made for oversight by the bidder.

PROPOSAL ANALYSIS AND VERBAL DISCUSSIONS:

During Will County's analysis of the bidder responses, we may contact you and other bidders to clarify and confirm various commitments enclosed in your response. Each of these clarifications and verbal conversations must be confirmed in writing. Any verbal information will not be considered part of the proposal until the County is provided the written confirmation at the address given in the cover letter of this document. Failure to provide written confirmation within two days after it is requested may result in the entire proposal being rejected.

NO BIDS:

Those who wish not to bid this project please return your bid plainly marked "**NO BID**" to retain company's name on our bidders list. If you choose not to reply, your name will be removed and no future bids will be sent to your company.

REFERENCES:

Please include with your bid the names of three (3) companies with whom you have had similar contracts. Include the name, address and phone number of the person we can contact for further information. References must be provided, and separately listed, for each of the two categories of services being bid. A reference can be used for more than one service, but must be listed as a reference under each applicable service. The County of Will may obtain information from, and contact, any other users of the services proposed.

COMPANY HISTORY:

Please include a brief history of your company, how long you have been in business, the types of services you offer, etc. Please provide an organizational chart showing the structure of the Bidder account team, up to and including the CEO of your company. Describe the roles and activities of the field-level account team members and detail any other resources that would be available to the County on a regular or *ad hoc* basis.

CONTRACT DOCUMENTS:

This bid shall form the basis of a contract to be signed with the successful bidder after successful negotiations with the County. **Please furnish a sample contract which incorporates the material terms of this bid.**

REJECTION OF BIDS:

The bidder acknowledges the right of Will County to reject any bids not in compliance with the request for bids and the right to reject all bids and the right to waive any non-material irregularities in any bid received.

DEFAULT:

In case of default by the successful Bidder, Will County may procure the articles or services from other sources, and may deduct from the unpaid balance due the defaulting successful bidder, any increase in costs to the County as a result of the default, or make collect against the Bond or Surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

The County reserves the right to cancel the contract if the bidder fails to perform the work required in the bid specifications after efforts to resolve any problems that have been unsuccessful.

BID SECURITY:

A 10% Bid Bond or Cashiers Check, made payable to the County Treasurer, shall accompany each bid, attached to the front cover, as guarantee that if the bid is accepted a Contract will be entered into. **Money Orders or Company checks will not be accepted.** The 10% bond shall be calculated by taking 10% of the extended cost in line item 1 of the time and material pricing, for the one (1) year contract period. The Bid Bond or Cashiers Check shall be returned to the unsuccessful bidder(s) after the bid has been awarded. The successful bidder's Bid Bond or Cashiers Check will be returned upon delivery of his performance bond.

PERFORMANCE BOND:

A Performance Bond for the amount of the TELECOMMUNICATIONS TIME & MATERIAL, FOR THE ONE (1) YEAR CONTRACT PERIOD, on pricing Line number one in the Pricing Section of the Bid will be required from the successful bidder and shall be valid throughout the life of the contract. The Performance Bond will be returned at the completion of the contract. If it is difficult to acquire a Performance Bond by the time the contract is to commence, Will County, will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed at this time.

PAYMENT PERIOD:

Billing to the County of Will ICT, Telecom Department is to be made in monthly installments commencing 30 days after the commencement of the Contract and/or Services Performed. The County is also asking for pre-pay blocks-of hours that would be paid for in advance of services. The County will not allow or pay any travel expenses incurred by the bidder other than the normal charges, for services performed.

NON-DISCRIMINATION:

The Bidder shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10\0.01 et seq.

PREVAILING WAGES:

The State of Illinois has enacted “An ACT regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works”, approved August 1, 1995, as amended, 820 ILCS 130/.1 et.al and the aforesaid ACT request that the County , Joliet, Illinois investigate and ascertain the prevailing rate of wages as defined in said ACT for laborers, mechanics and other workmen in the locality of said the County employed in performing construction of public works for said County of Will exclusive of maintenance work.

To the extent and as required by AN ACT regulating wages of laborers, mechanics and other workmen employed in any public works by the state, county, city of any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works, approved August 1, 1995, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in this construction of public works coming under the jurisdiction of the County is hereby ascertained to be the same as the prevailing rate of wages for construction work in the County Areas as determined by the Telecom Department of Labor of the State of Illinois, the most recent determination is incorporated herein by reference. The definition of any terms appearing in this resolution which are also used in the aforesaid ACT shall be the same as in said ACT.

Nothing herein contained shall be construed to apply to said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this county board to the extent required by the aforesaid ACT.

Please visit <http://www.state.il.us/agency/idol/rates/rates.HTM> for a list containing the most recently revised prevailing wage rates determined by the Illinois Department of Labor for all laborers, workers and mechanics which is required to execute the contract.

PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime contractor certification form. **This must be filled out and returned with your bid package or it will not be accepted.**

AWARDING OF BID:

The bidder acknowledges the right of the County to accept the lowest qualified and responsible bid after all bids have been examined and evaluated. The criteria to be considered by the County will be in conformity with specifications and Bidding Procedures and the following:

- a. Each Bid will be reviewed to determine if the Bidder has met the Minimum Acceptable Requirements (MAR) of the County. Once a list of Bidders meeting the MAR is developed the County will then evaluate the pricing proposed by those Bidders meeting the MAR. The County will recommend accepting the Bid of the Bidder with the lowest cost meeting the MAR.
- b. The bid(s) is expected to be approved at the October 18, 2018 meeting of the County of Will Board.
- c. After the County Board’s approval, a contract will be entered into between the County and the successful bidder(s) in conformity with the specifications contained within the Telecommunications Service Request for Proposal for the County.

RISK OF LOSS:

The bidder shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the bidder, and he shall maintain insurance, as he may deem necessary to protect himself against such loss or damage.

TABBED BID SUBMISSION REQUIREMENTS:

These instructions prescribe the format and content of the Bid response. They are designed to facilitate a fair and uniform process. Failure to adhere to this format will affect the County’s evaluation and may result in disqualification of your bid. Bidder shall return his bid on the attached bid forms, with all pages intact.

The response must be sealed to provide confidentiality of the information prior to the submission date and time. The County will not be responsible for premature opening of responses not properly labeled. Please tape the attached label (last page of bid documents) on the outermost packaging of your bid response. Clearly mark one response as the “ORIGINAL”, and enclose originals of the required forms. Bids must be signed in ink by an authorized company representative, empowered with the right to bind the Bidder.

Please tab in the order given below:

- Section 1 Copy of Bid document in its entirety.
- Section 2 Bid Bond
- Section 3 References and Company History
Experience/Qualifications: The Contractor shall provide information relating to its experience and qualifications in the field of Telecommunications Time and Materials.
Vendor shall include:
 - 1. Number of Years in Business
 - 2. Narrative Description of experience
 - 3. Outline of Project Personnel (including Certification Documentation)
- Section 4 Sample Contract
- Section 5 Insurance Documentation
- Section 6 Prime Contractor Certification
- Section 7 Project Pricing
- Section 8 Receipt of Addenda

TYPES OF INSURANCE:

1. Worker’s Compensation Insurance. The bidder shall procure worker’s compensation insurance as required by applicable state law for all of his employees who would be engaged in work on the project. In case of any class of employees engaged in any work on the project under this contract is not protected under the worker’s compensation statute, the bidder shall provide adequate employer’s liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the bidder will provide employer’s liability (coverage B) in the amount of \$500,000.00.
2. Bidder’s Comprehensive General Liability and Property Damage Insurance. Bidder’s comprehensive general liability and property damage insurance shall be in an amount not less than \$500,000.00 for injuries including accidental death to any one person and not less than \$100,000.00 or \$500,000.00 combined single limit bodily injury and property damage.
3. Owners Protective Liability Insurance. The Bidder shall protect the County or its assignee, if any, from contingent responsibility arising from the work, project operation performed under this bid by adding these parties as named insured as a rider to the general contractor specified comprehensive general liability policy shall be: County of Will, 302 North Chicago Street, Joliet, IL 60432.

PROOF OF INSURANCE:

1. The Bidder shall furnish the County at the time of bidding, with certificates showing the type, amount, class or operations covered effective dates and dates or expiration of policies, which policies shall specifically refer to the indemnity agreement. **Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured." Any bid not containing said proof of insurance shall be non-conforming and shall be rejected.**
2. All policies shall substitute the word "Occurrence" for accident for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.
3. All insurance coverage shall be provided by Insurance Companies maintaining a financial strength and claims paying ability rating no lower than "A" minus "VIII" as rated by the 1999 or most current AM Best Insurance Guide.

WORDS & FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations under this contract, the vendor and Will County shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

CHOICE OF LAW

The response to this RFQ and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

VENUE

Venue for any cause of action related to this RFQ and any agreement connected herewith shall be in the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

AWARDING OF PROPOSAL:

The vendor acknowledges the right of the County of Will to reject any proposals not in compliance with the bid and the right to reject all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the most responsible, responsive bid after all bids have been examined and evaluated.

The bid is expected to be approved at the October 18, 2018 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. 10% Bid Bond or Cashier's Check
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** and completed Bid Form
4. **Signed** and completed Receipt of Addenda Form
5. Digital copy as a searchable PDF of all submitted materials, on a USB smart drive or CD
6. Sample Contract
7. References and Company History (including Certifications)
8. Proof of Insurance

INTRODUCTION AND BACKGROUND

The County Building located at 302 N. Chicago St. in Joliet and is the central hub of a converged voice/data network. Telephony services are provided via Avaya hardware on CM 6.3.1, DL360 servers with 21 connected county locations on Avaya (S8500) Media Servers and (G350, G450) Media Gateways. Voicemail is provided by Avaya Aura Messaging (using a single DL360 (Some Exchange storage). Overall, Will County Telecommunications provides a mix of IP/Digital/Analog desktop devices to its user base.

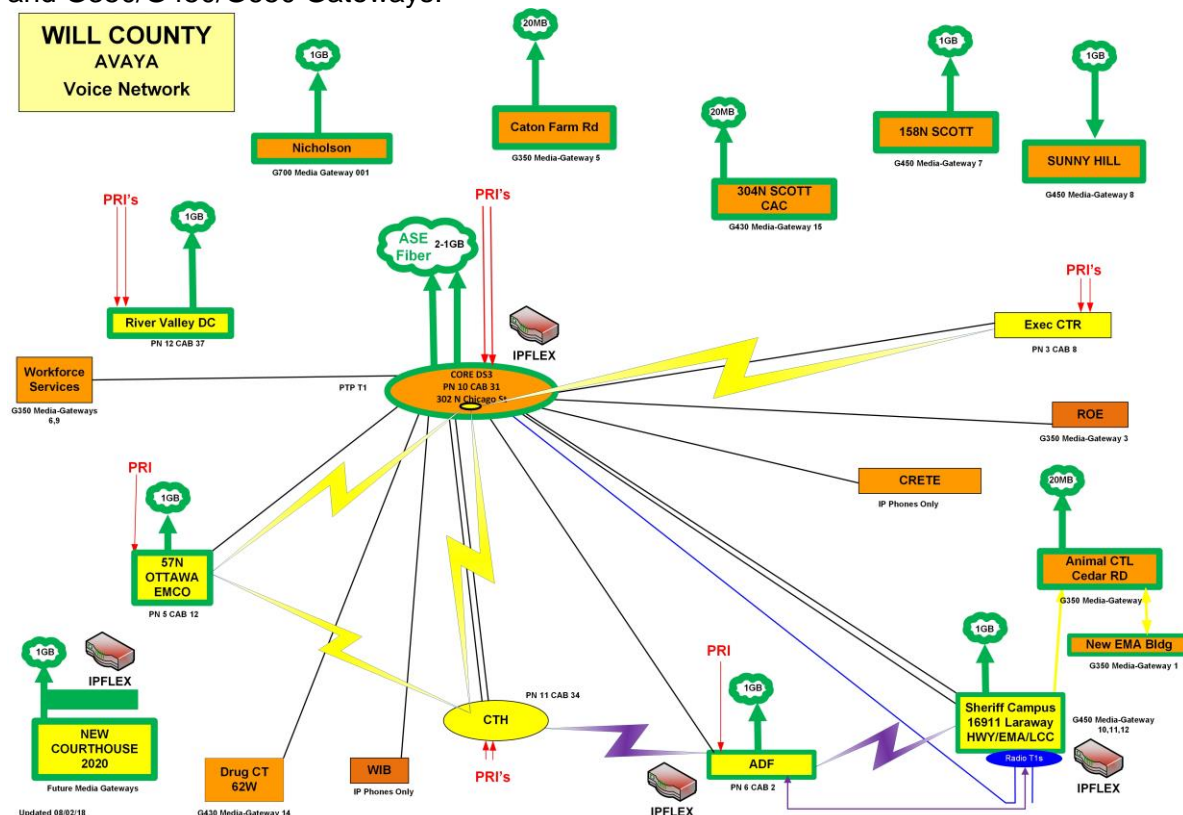
The Will County Health Department located in Joliet utilizes the same type of an Avaya hardware with 2 connected gateways and Avaya Aura Messaging for voicemail. (Some Exchange storage.)

The remote ESS/Gateways are connected to Avaya CM via AT&T ASE fiber and PTP T-1s over an AT&T DS3, terminating at the County Building. PRI and IPFLEX facilities provide local dial tone at most sites. The PTP T1 lines are part of a converged voice/data network but also act as a data backup link between smaller buildings. AT&T is the provider of both fiber Ethernet services, plus local, private line and long distance to Will County.

Both Will County and the Health Department have contracted Avaya Maintenance (8x5) which covers the CM, Media Gateways, the Aura Messaging. (*Phone sets are not covered under the maintenance contract with Avaya.*)

Legacy Voice and Data cabling infrastructure consists of mostly Cat3, Cat5, Cat6. Low Voltage renovations and new installations are standardized using SystiMaxCommscope/Orrtronics-Leviton/ SuperiorEssex. No fiber installation is required in this BID.

The successful bidder must be able to provide all voice and data cabling installation, plus minor support to the full array of Avaya Enterprise Solutions including DL360's, S8300 Media servers and G350/G450/G650 Gateways.



WILL COUNTY FACILITIES ADDRESSED IN THIS IFB

This Information for Bid (IFB) for Telecommunications Time and Material is for sites listed below and for any additional systems the County may acquire during the duration of the agreement.

Site	Address	Type
Will County Government - HUB	302 N Chicago St, Joliet	Port Network 10
<i>Will County Jail/Adult Detention</i>	<i>95 S Chicago St, Joliet</i>	<i>Port Network 6</i>
<i>Will County Executive Center</i>	<i>58 E Clinton St Floor 2, Joliet</i>	<i>Port Network 3</i>
<i>Will County Court Annex Building</i>	<i>57 N Ottawa, Joliet</i>	<i>Port Network 5</i>
<i>Will County River Valley Detention Center</i>	<i>3200 McDonough St, Joliet</i>	<i>Port Network 12</i>
<i>Will County Courthouse</i>	<i>14 W Jefferson St, Joliet</i>	<i>Port Network 11</i>
<i>Manhattan Road</i>	<i>TBD</i>	<i>Media Gateway 1</i>
<i>Will County Records</i>	<i>806 Nicholson St, Joliet</i>	<i>Media Gateway 2</i>
<i>Regional Office of Education</i>	<i>700 W Lincoln Hwy, New Lenox</i>	<i>Media Gateway 3</i>
<i>Animal Control</i>	<i>1200 South Cedar St, New Lenox</i>	<i>Media Gateway 4</i>
<i>Will County Morgue/Hwy/Sheriff</i>	<i>1240 Canton Farm Rd, Lockport</i>	<i>Media Gateway 5</i>
<i>Workforce Services Div of Will Co</i>	<i>2400 Glenwood Ave Suite 100, Joliet</i>	<i>Media Gateway 6, 9</i>
<i>Sunny Hill Nursing Home</i>	<i>421 Doris Ave, Joliet</i>	<i>Media Gateway 8</i>
<i>Will County Recorder of Deeds</i>	<i>158 N Scott St, Joliet</i>	<i>Media Gateway 7</i>
<i>New Sheriff's Complex</i>	<i>16911 W Laraway Rd Ste 100, Joliet</i>	<i>Media Gateway 10,11,12</i>
<i>Will County Child Advocacy Center</i>	<i>304 N Scott St, Joliet</i>	<i>Media Gateway 15</i>
<i>Will County Specialty Courts</i>	<i>62 W Washington St, Joliet</i>	<i>Media Gateway 14</i>
Will County Health Dept. - HUB	501 Ella Ave, Joliet	Port Network 1
<i>Will County Health Dept</i>	<i>323 Quadrangle Drive #29, Bolingbrook</i>	<i>Media Gateway 1</i>
<i>Will County Health Dept</i>	<i>5601 Monee-Manhattan Rd, Monee</i>	<i>Media Gateway 2</i>
<i>Will County Community Health Center</i>	<i>1106 Neal Ave, Joliet</i>	<i>Port Network 2</i>

***** Three (3) sites are 24x7 and may require an occasional non-business hour callout for emergency repair. (Adult Detention Facility, River Valley Juvenile Detention Center and Sunny Hill Nursing Home. This is to be billed as a T&M item.**

The County of Will Government ICT, Telecom Department is interested in a quotation for a fixed hourly rate for 1,000 labor hours for time and material for additions/alterations to their voice and data wiring infrastructure, plus minor moves, additions and changes (MAC) to their and telephone system. MAC work would be performed at any of the listed County locations.

The County will be seeking a rate for a guaranteed purchase of 1,000 hours of time and material work, plus a "fixed rate" per hour, beyond the guaranteed 1,000 hours.

Additionally, the County Telecom Department wants the hourly rate for labor that exceeds the estimated number of guaranteed hours to be at the same rate, or below, as the initial rate for the contracted hours. Also, the County is seeking an after hour call-out rate for T&M work. We anticipate the rate will be the same for all hours, both the guaranteed block and the additional work. The T&M contract will be executed on November 1, 2018, to terminate on October 31, 2019, with options for adding two (2) one (1) year renewal terms, if the county so chooses.

The Telecom Department attempts to provide the cable and some materials required for any new cabling efforts. As such, there is no guarantee for any materials as part of this contract. Nevertheless, should materials be required to perform everyday moves, adds and changes, the bidder shall first ask the Telecom Department what materials the Telecom Department plans on providing prior to the bidder ordering such materials. In cases where the bidder is to provide materials, the materials will be shipped and installed on a timely basis.

MAC work is intended to be all-inclusive. This would include, but not be limited to, installation of voice/data cabling, RG6 cabling, cross connections (110/66), installation of (Wireless Access Points), minimal software changes (CM 6.3.1), system programming and any other Avaya CM 6.3.1 work as necessary. This work should be bid on a per hour basis, and hours used each month billed at the end of each month. In order to be considered qualified; you must be an Avaya Authorized Business Partner who has staff who is authorized by Avaya to install and maintain the systems include in this bid. **In addition, you must provide proof of certification from Avaya for each technician who will work on the County equipment.**

TIME AND MATERIAL SPECIFICATIONS

- 1) Labor for 1,000 hours of time is to be awarded as part of this contract to be used in any way the Telecom Department sees fit during the duration of the contract. A total of 1,000 hours of labor shall be guaranteed under this contract.
- 2) Additional hours each are to be priced at the contract price or below and must be fixed for the one year duration. This is to be a fixed price for the additional hours for the one year duration of the agreement, and there is no guaranteed minimum or any maximum on the additional hours to be used.
- 3) All bidders must have a minimum of one technician fully trained available at all times on the array of equipment used in the County enterprise network. Two fully trained technicians would be preferable. In addition, remote, second level support must be available at no additional charge to the County.
- 4) All bidders must be Avaya Business Partners and Avaya Enterprise Communications group authorized and trained in the maintenance and programming of Avaya CM Enterprise solutions, including all server/gateway solutions, Aura Messaging
- 5) No travel time or Trip Charges will be counted or charged by the bidder to the County toward the fulfillment of this contract.
- 6) Due to critical nature of government operations, the County Government requirements shall take precedence over all other bidder customers in the event of disasters and other acts of God.
- 7) The bidder shall provide monthly timesheets to the County ICT Telecom Department detailing the technician name, the location serviced, the nature of the work performed and the hours worked. An account "True-UP" invoice shall be prepared on a monthly basis that includes timesheets for the previous month. All invoices shall detail total hours worked for the month, cumulative hours worked under the contract, and the number of remaining hours available under contract.
- 8) The County Telecom Department will provide a list of jobs via email. Once received, the bidder will work with the Telecom Department to schedule the work, and provide an estimated date for the work to be done. Jobs will be scheduled and completed within five days of receipt. The County realizes that there are extenuating circumstances. If for any reason work cannot be performed when scheduled, the bidder must notify the County and reschedule the work. The Telecom Department must be able to provide at least one-day notice to the user departments to schedule work. Technicians are not to just show up on site without coordination, except in the case of emergency repair work.
- 9) For each job requested, the bidder shall provide an estimated scheduled date for the performance of the work to the County Telecom Department. This shall be in the form of a call or email to the Telecom Department, with a scheduled date for the work to be performed. (*The Telecom Department is not unreasonable, but MUST have a reasonably firm date to provide to their customers.*) After the technician(s) leave the site, a report shall be provided at the end of that day or no later than the next business day, detailing the status of the work. (e.g., completed, progress with done at the end of the day, why the work was not completed - parts needed, time constraints, etc. - and an estimated date when the work will be completed. User departments can be patient if they know that work is scheduled for a date certain, or that work will be completed within a reasonable time if problems are encountered. Upon completion of the work, the technician must also provide an update that the work has been completed. Failure to communicate this information may result in withholding of payments on jobs so affected.

- 10) Response time for non-critical repairs will be completed on a 24-hour clock time or next business day. Business day for the County is 8:30 AM to 4:30 PM. The hours for the Telecom Department are 7:30 AM to 3:30PM. Technicians must be available to start work as early as 7:00AM for MAC work that could potentially be service interrupting. In addition, technicians should be available to work after 4:30PM for service interrupting work. Should a technician start work at 7:00AM, then his work day should end at 3:00PM to avoid overtime hours being charged to the County. Conversely should a technician be required to work until 5:00PM, his day should begin later to avoid overtime hours. Flex-hours should be considered as much as possible within reason.
- 11) The bidder shall report to the Will County Telecom Manager at the beginning of the week to determine scheduling and moves, adds and changes for the week.
- 12) Any wiring and cabling materials supplied by the bidder in the course of this contract shall be installed to a 568B wire specification. The materials installed shall be covered under the manufacturers' warranties. Will County will provide the majority of cabling materials.
- 13) Typical types of work to be performed under this contract include, but are not limited to the following:
 - a) Telephone adds;
 - b) Telephone moves;
 - c) Telephone deletions;
 - d) Voice and Data cable installation/terminations;
 - e) Coax installations and terminations
 - f) Wireless Access Point installations
 - g) Telephone Re-labeling;
 - h) Telephone hardware replacements
 - i) Plain Old Telephone Circuit Installation for faxes, modems, etc.;
 - j) Data Patch Panel installation;
 - k) 110 and 66 block cross connections
 - l) Circuit Tagging;
 - m) Cable Tone and Test;
 - n) Department voice and data migrations;
 - o) Voice/Data station and riser cabling;
 - p) Resetting IP phones
 - q) Other telephony work as requested by the Will County Telecom Manager/Department.
- 14) The bidder shall designate two employees who will consistently perform the work for the County Government. The County of Will Government reserves the right to approve and reject any bidder employee from performing work at its sites; however such approval shall not be unreasonably withheld. The County may at their discretion perform background checks on any personnel sent to site.
- 15) The bidder shall supply all necessary insurance coverage as required by the County Government.
- 16) The bidder shall supply all necessary permits to perform the work requested by the County Telecom Manager;
- 17) The cable and wire installed by the bidder shall be properly installed to meet local, county and National electrical and building codes. Where any circuits extend outside the building housing the main switching system, such circuits and lines shall be provided enhanced solid state protection at the distribution frame against electrical surges and spikes where such surges or spikes may be damaging to the telephone switching or data communications equipment or present a hazard to operating personnel. All devices, switch frames, 19" data racks, data cabinets, intermediate distribution frames and power busbars shall be grounded

in accordance with industry or manufacturer standards.

- 18) Any bidder-furnished hardware must be manufactured in the three months prior to installation and incorporates the design, which is in current production by the manufacturer.
- 19) Circuit terminations associated with the system shall be engineered and installed to perform to EIA/TIA and BICSI standards and practices.
- 20) The bidder shall not cut into or through any part of the building structure such as girders, beams, concrete or tile floors, partitions, and ceilings in the course of this work without the prior written approval of the County of Will Government.
- 21) The bidder shall be responsible for and repair all damage to the building due to carelessness of Bidder's workers, and exercise reasonable care to avoid any damage to the Customer's property. The Bidder will report any such damage to the County Telecom Manager once damage has occurred.
- 22) The bidder shall provide all necessary tools to perform the work in a professional manner.
- 23) Repairs completed on a Time and Materials basis must be guaranteed for at least 30 days.
- 24) You must provide 24x7 live body coverage for emergency repairs. This can be in the form of a pager callout. Will County is not interested in a 24x7 contract, but has some sites that need callout on an after-hours basis. Will County will pay the agreed upon after hour rate for these calls.
- 25) Will County will continue to maintain an Avaya support contract
- 26) There will be no fiber optic repair on this job. If tools are needed for coring, or lifts for high installation, they must be provided by the bidder, but they will be compensated. There will be no carrier coordination, but the bidder will be required for "bidder meets" for problem resolution.

PRIME CONTRACTOR CERTIFICATION FORM
PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Representative

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the County of Will State's Attorney at (815) 727-8453.

PROJECT PRICING

BID FORM

SUBMIT BID TO:

COUNTY OF WILL

PURCHASING DEPARTMENT

302 N. CHICAGO ST.

JOLIET, IL. 60432

CONTRACT FOR

#2018-12

TELECOM T&M

Bid Let: 9-7-18

Due: 9-21-18, 11:00 A.M.

Open: 9-21-18, 11:10 A.M.

NAME _____ F.E.I.N. # _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

THIS IS NOT AN ORDER

Agency Name and Delivery address: THE COUNTY OF WILL OFFICE BUILDING, PURCHASING DEPARTMENT,
302 N. CHICAGO ST., JOLIET, IL., 60432

For Additional information contact: Rita Weiss, PURCHASING DIRECTOR, rweiss@willcountyillinois.com

The bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

The County will consider a 12 month agreement for Time & Material Services, and have the right to extend the agreement for two (2) additional 12-month periods, with a CPI or 4% increase whichever is higher, solely at the discretion of the County. Pricing under the agreement must be fixed for the length of the agreement, and under no circumstance can prices be increased during the term of the agreement. Additional systems installed will be covered under this agreement at the bid rate, at any point during the term of the agreement.

Time and Material Pricing:

Line	Description	Price Per Hour	Extended Cost
1	Hourly Rate 1000 Hours		
2	Hourly Rate over 1000 Hours (should be at or below as line item 1)		
3	Pre-paid 1000 block of hours		
4	Pre-paid 500 block of hours		
5	Pre-paid 250 block of hours		
6	After Hours and Saturday Call Out		
7	Sunday and Holiday Call Out		

CHECK THAT YOU HAVE INCLUDED THE FOLLOWING WITH YOUR BID PACKAGE:

Signed Bid documents submitted with One Original and Four (4) complete copies and CD _____

Itemized Pricing Sheet for each proposed offer _____

Three (3) Customer References _____

Company History _____

Copies of Sample Contract and any other documents that the County would be expected to sign _____

Prime Contractor Certification _____

10% Bid Bond _____

Proof of Insurance _____

Proof of Avaya Certifications of all Technicians _____

Signed By: _____ Place Corporate Seal Here
(if available)

Title: _____

Approved by: _____
The County of Will

The tendering of a bid to the County of Will shall be construed as acceptance of the specifications. The bidder acknowledges the right of the County to reject any and all bids, and to waive non-material informality or irregularity in any bid received in whole or part as may be specified in the solicitation.

RECEIPT OF ADDENDA

Bid Let: 9-7-18
Due: 9-21-18, 11:00 A.M.
Open: 9-21-18, 11:10 A.M.

**COUNTY OF WILL
PURCHASING DEPARTMENT
302 N. CHICAGO ST.
JOLIET, IL. 60432**

**CONTRACT FOR
#2018-12
TELECOM T&M**

NAME _____ F.E.I.N. # _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

Vendor Return Address:

SEALED BID DOCUMENT

BID #: 2018-12

DUE DATE: 9/21/18

DUE: 11:00 A.M.

DESCRIPTION: TELECOM Time and Materials

DATED MATERIAL-DELIVER IMMEDIATELY

**THE COUNTY OF WILL PURCHASING DEPARTMENT
302 N. CHICAGO ST., 2ND FLOOR
JOLIET, IL 60432**

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR SEALED BID
TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!