

## **Notice to Bidders**

Notice is hereby given that sealed RFP's will be received by the Information Technology, and Finance & Government Operations Committees of the Madison County Board **for a Madison County Area Fiber Optic Survey**

SEALED RFP's will be accepted at the Madison County Administrative Services Department, Madison County Administration Building, 157 N. Main St., Suite 154, Edwardsville, IL until 2:00 P.M, Thursday, July 21, 2016 and then publicly opened and read aloud at 2:30 P.M. in the County Board Committee Meeting Room, Suite 145, 1st. floor of the Administration Building.

RFP documents may be obtained from the Administrative Services Department, Madison County Administration Building, 157 N. Main St., Suite 154, Edwardsville IL.

The right is reserved to reject any or all proposals.

Madison County is an Equal Opportunity Employer.

By Order of the  
Madison County Board  
Alan J. Dunstan, Chairman  
Barry Harris  
Director Administrative Services  
Phone (618) 296-4941

**Madison County,  
IL**

**Request for Qualifications**

**for**

**Madison County Area Fiber Optic  
Survey**

**June 17, 2016**

**<http://www.co.madison.il.us>**

## **NOTICE REQUESTING VENDOR QUALIFICATIONS FOR A FIBER OPTIC SURVEY**

Madison County, IL is requesting a statement of qualifications and pricing for a fiber optic and data services survey. The survey is to identify the current state of high speed fiber optic connectivity in the Edwardsville, IL area and to provide a plan for utilizing fiber optics for economic growth and for governmental, municipal, educational and public/private cooperative usage.

### **SCOPE OF WORK**

This RFQ is seeking qualified vendor proposals for obtaining information about the potential installation of fiber optic cabling from the County's Administration Building to connect to the Southern Illinois University at Edwardsville (SIUE) network. The information obtained should include a cost benefit and services analysis for the County and all potential partners (SIUE, City of Edwardsville, Edwardsville School District and the Lewis & Clark Community College N.O. Nelson Complex). The information should also include a study of current and future needs of all participants.

The County's goals for the survey are:

- (1) Provide a cost benefit analysis for the fiber optic project for all potential participants;
- (2) Provide a services analysis for the fiber optic project for all potential participants;
- (3) Identify County, municipal and educational uses for the planned fiber optic cabling and provide a plan for current and future high speed connectivity needs.

Technical questions regarding the survey should be directed to Timothy Renick, Director of I.T., at 618.296.4555 or [tmrenick@co.madison.il.us](mailto:tmrenick@co.madison.il.us)

Questions regarding the bidding process should be directed to Barry Harris at 618.296.4951 or [bdharris@co.madison.il.us](mailto:bdharris@co.madison.il.us).

### **SPECIFICATIONS**

**Responses submitted shall include the following:**

#### **1. Executive Summary**

One (1) page maximum. Summarize your strong points and describe how your experience, with an emphasis on similar surveys or assessments, will benefit Madison County.

#### **2. Project Understanding & Approach**

Two (2) pages maximum. State in succinct terms your understanding of this request. Describe specifically the steps your firm will take to meet Madison County's expectations.

### **3. Experience**

Demonstrate your firm's experience in planning, organizing and successfully completing a project of similar scope. The respondent shall provide evidence of at least 3 projects, including project descriptions and project references currently under its management, of comparable size and complexity to the Madison County project.

### **4. Processes**

Ten (10) pages maximum. The respondent shall provide a description of methods and procedures used to plan, design, develop and execute a survey of this scope. The respondent shall identify the individuals that will be assigned to the Madison County project, if your firm is selected. The respondent shall include, for those identified individuals, their academic background, their experience with fiber optic product technologies and applications and their experience with vendor management.

### **5. Company Overview**

The respondent shall provide a company overview, including: company name, business address, telephone number, website, information on the how long the firm has been in business, type of ownership, including parent company, if applicable, the location of the office that will provide the requested services. Please provide relevant company references including contact names, telephone and email addresses.

## **RESPONSE REQUIREMENTS**

To be considered, the requested information must be received in the Madison County Purchasing Department, 157 N Main St, Suite 154, Edwardsville, IL 62025 no later than Thursday, July 21, 2016 at 2:00 p.m. CST.

The original response may be submitted in the form of one CD/DVD ROM in searchable, but not changeable PDF text. Each CD/DVD ROM must be labeled with the name and address of the submitting company. The CD/DVD ROM shall be labeled original and contain only one PDF file representing the entire response and supporting documents.

Three (3) additional paper copies must be submitted and stamped copy. The copies must be submitted on 8.5 x 11 white paper, no staples, no business cards, and no three ring binders or binding.

Each response should be simply and economically prepared providing a concise description of ability to perform the services requested. Fancy bindings, colored display, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

In the event the vendor is unable to provide their response in CD/DVD ROM format, one paper original response shall be submitted. This document must be submitted on 8.5 x 11 white paper, no staples, no business cards, and no three ring binders or binding and be stamped original.

Responses submitted not meeting these criteria may be deemed non responsive.

Late, faxed or emailed responses will NOT be considered.

If the response is delivered by an express mail carrier or by any other means, it is the vendor's responsibility to ensure delivery to the Madison County Purchasing Department, County Administration Building, 157 N Main St, Suite 154, Edwardsville, IL 62025. Madison County is not responsible for deliveries made to any place other than the designated address.

The County is not responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing Division (or any other designated area) shall serve as the official authority to determine lateness of any response. Under no circumstances shall responses delivered after the time specified be considered. The decision to refuse to consider a response that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

The County may reject any response not in compliance with all prescribed public bidding procedures and requirements, and may reject any or all responses or to waive any requirement or condition of the Request for Responses upon finding of the County it is in the public interest to do so.

Each response will include a letter from the firm's authorized representative providing general information about the firm and willingness to enter into a contract for the project with an original signature.

### **FEE AND AWARD OF CONTRACT**

Upon selection, final contract amount will be subject to negotiation to determine exact scope of services to be provided and final contract fee amount, and a contract outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of a contract. In the event the vendor and the County fail to agree to a contract, the County will choose from remaining respondents, put out another Request for Proposals, or withdraw its Request.

The County will not reimburse respondents for any costs incurred in preparation or submission of the response. All responses are made at the sole cost of the Respondent. Proposed fee should not include or consider the costs incurred in preparation of the response.

The Contract between the Vendor and the County will include provisions indicating compensation schedule and timeline for completion. The County will retain the right of approval for any and all work performed in the course of the fiber optic survey.

## TERMS AND CONDITIONS

### OPTIONAL REQUIREMENTS

Madison County, IL reserves the right to request any additional information, which may include references, financial statements and/or company background information, during response evaluations.

As part of the evaluation process, your firm may be requested to make an oral presentation to the Evaluation Committee. Staff to be assigned to this project must participate in this presentation. The presentation may be followed by a question and answer session. The County will not be liable for any costs incurred by the Seller's in connection with this preparation.

### CONFLICTS OF INTEREST

Madison County, IL reserves the right to request the vendor to file a statement that no Madison County, IL official or employee has an interest in the response.

### NON-COLLUSION

Unless this is a joint submission, the undersigned certifies that this response has not been made or prepared in collusion with any other vendor and the prices, terms or conditions thereof have not been communicated by or on behalf of the vendor to any other vendor and will not be so communicated to any other vendor prior to the official opening of this response.

In the event this is a joint submission, the undersigned certifies that this response has been made or prepared only in conjunction with all vendors listed as participating, and the prices, terms, or conditions thereof have not been communicated by or on behalf of any of the vendors listed to other vendors not participating in the joint submission and will not be so communicated to any other vendors not participating in the joint submission prior to the official opening of this response.

This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001.

### ASSIGNMENT

Neither the provisions of this invitation for qualifications nor any of the obligations of either party shall be assigned or transferred in whole or in part to any person, firm or corporation without the prior written consent of the other party. Any such assignment or transfer shall not release either party from its obligation to the other party.

### EVALUATION

Responses will be evaluated, but not limited to, qualifications, experience, price and quality of response. The County, at its sole discretion, reserves the right to consider those whose response is deemed most advantageous to the County, all factors considered. The County reserves the right to reject any and all responses as a result of this request.

CLARIFICATIONS

It is the vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this request. Lack of understanding and/or misinterpretation of any portions of this request shall not be cause for withdrawal after opening or for subsequent protest.

Vendor must contact the Administrative Services Department a minimum of four (4) business days prior to the scheduled opening should clarification be required.

## “INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for proposals.
2. No proposal may be withdrawn after the scheduled closing time for receipt of bids at least forty-five (45) days.
3. Envelope containing proposal shall be marked plainly, “SEALED PROPOSAL” -with **Fiber Optic Survey**, date and time of closing written thereon. All proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified.
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Purchasing Department, Madison County Administration Building, 157 N. Main St., Ste. #154, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of proposal award.-**NOT REQUIRED**-
6. All proposals must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
7. Proposal price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for proposals. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
9. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured and used products except as alternate bid unless otherwise stated in this call for proposals.
11. Proposals will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to proposal.  
  
The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the Specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. Brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.
12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award.  
If time varies on different items, the bidder shall so state.



13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for proposals. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base proposal in determining the low bidder, except, cash discounts based on payment in less the ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this proposal call.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal or part thereof, or to waive any informalities in any proposal, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time proposals are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until 2:00 P.M., Thursday, July 21, 2016, then publicly opened and read aloud at 2:30 P.M. in the County Board Committee Room which is located on the first level of the Administration Building in Suite 145.

BIDDERS ARE WELCOME TO ATTEND THIS MEETING

23. If any additional information is needed contact:

Madison County Information System Department  
157 N. Main St. Ste. 29  
Edwardsville, IL 62025  
Attn: Timothy Renick  
Phone: (618) 296-4705

or

Madison County Administrative  
Services  
157 N. Main Street Suite #154  
Edwardsville, IL 62025  
Attn: Barry Harris  
Phone: (618) 692-7040 Ext. 4941

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed by the Madison County Board Chairman and the successful vendor.
25. Sealed proposals received after designated time will be considered "NO BID" and as "VOID".
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the proposal to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois" on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with proposal documents (copy attached).  
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
29. Successful bidder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond. **-NOT REQUIRED-**

30. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:
  1. Liability Insurance
    - Commercial General Liability
    - Products Completed Operations
    - Liability Contractual Liability
    - Comprehensive Automobile Liability
  2. Worker's Compensation & Employers Liability \$500,000.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

Bidder shall submit, along with his proposal, a copy of his current "Certificate of Insurance". **-NOT REQUIRED-**

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
32. With request for payment, in triplicate, the bidder shall furnish a Contractor's Affidavit/Waiver of Lien from all parties concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Example of Madison County Project Labor Agreement for Development and Construction is attached for review. Successful bidder will be required to execute same.
34. Bidder agrees to submit herewith a Letter of Assent acknowledgment with proposal documents ("Attachment A", page 11 of the Project Labor Agreement dated August 01, 1999).
35. Bids MUST be submitted on attached proposal forms.

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Contractor or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts effective during a 12 month period commencing \_\_\_\_\_ between the contractor and Madison County. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contractor will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, Contractor, other contractors and subcontractors and damage to any real or personal property, including property of Madison County, Contractor, other contractors and subcontractors. Contractor will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder consistent with subcontractor's indemnity obligation hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause. In no event shall Contractor be liable for and Contractor expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County by any employees of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

If, for any reason during the performance of the above stated contract, Contractor rents, leases or uses equipment of Madison County, Contractor shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Contractor shall be liable to Madison County for any loss or damage to that equipment.

This agreement shall specifically not require Contractor to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740ILCS 35/1.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Contractor and Madison County during the above specified period of time.

Dated: \_\_\_\_\_

Authorized Representative

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_