

# County of McHenry Request for Proposal

## RFP #16-82

### Internet Bandwidth & Leased Dark Fiber or Carrier Ethernet Capacity

October 3, 2016

This Request for Sealed Proposal (RFP) is for the purpose of, contracting with a qualified firm to provide Internet Bandwidth & Leased Dark Fiber or Carrier Ethernet Capacity as a service to the County of McHenry as outlined within this document. All requirements are per specifications enclosed herein. Bid on any or all; there may be multiple awardees.

**GENERAL REQUIREMENT:** This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and one (1) copy of the complete proposal are to be submitted.**

**SUBMISSION LOCATION:**

**Mailing Address:**

Purchasing Department  
McHenry County Administration Building  
2200 N. Seminary Avenue Room 200  
Woodstock IL 60098

**Drop Off In Person:**

Purchasing Department  
McHenry County Administration Building  
667 Ware Road Room 200  
Woodstock IL 60098  
Phone: (815) 334-4818  
Fax: (815) 334-4680

**CONTACT PERSON:**

Mr. Donald A. Gray, CPPB  
Director of Purchasing

**SUBMISSION DATE AND TIME:**

**2:00 PM, (CST) October 20, 2016**

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

### SCHEDULE OF EVENTS

October 3, 2016	RFP Available
October 11, 2016	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
October 14, 2016	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
October 20, 2016	RFP due in Purchasing at 2:00 P.M.(CST)
October 20, 2016-December 20, 2016	Evaluation, Committee recommendation, Award of Contract and Notification to Successful Vendor

## GENERAL INFORMATION

### REQUEST FOR PROPOSALS

#### DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

#### RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

#### EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

#### DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

#### NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

#### NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

### TERMS AND CONDITIONS

#### AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the **McHenry County Purchasing Ordinance**, approved August 1, 2014, revised December 1, 2015. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

#### RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.*** The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

### INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

### AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

### CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

#### **Evaluation Criteria:**

1. Cost (30 points)
2. Service Level Agreement (SLA) (40 points)
3. Ability to deliver (30 points)

Total 100 points

### NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

### SECURITY

The Vendor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

### PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at [www.co.mchenry.il.us](http://www.co.mchenry.il.us) under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

### CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

## OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) “guarantees workers the right to a safe and healthful workplace”. Under Section 5(a) (1) of the OSHA Act, the employer must “furnish to each of his employees’ employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees.”

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

## SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

## PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price

for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

### TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

### PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

### VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

### INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

### RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in

excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

#### REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

#### DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

#### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

#### QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

#### INSURANCE

General The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;



- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and

- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

#### HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit one (1) original, one (1) CD, and Four (4) copies of the completed proposal along with any support documentation to:

Mr. Donald A. Gray, CPPB  
Director of Purchasing  
McHenry County Administration Building  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by **2:00 p.m. (CST) on October 20, 2016**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

**BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.**

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

**PRICING**

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

## **SPECIFICATIONS**

### **OVERVIEW**

The McHenry County Network Consortium membership (MCNC) have established a fiber network with primary backbone connectivity from McHenry County College in Crystal Lake, IL, to the McHenry County Government Center in Woodstock IL. The fiber network is terminated at several governmental facilities as well as serving McHenry County ETSB, City of Woodstock and Woodstock School District 200 facilities. The MCNC fiber backbone provides 144 strands though most of the system and 288 strands of fiber within the City of Woodstock. These 288 strands extending from the Lake Avenue Water Tower to the McHenry County Government Center. The investment in fiber optic infrastructure that MCNC has made will facilitate the ability to interconnect schools, diverse government agencies and facilities, and offer more regional connectivity solutions to adjacent counties, public safety facilities and continuity of business or disaster recovery facilities. This RFP specifically addresses combined MCNC Internet Bandwidth, and dark or lit fiber for two MCNC participants seeking access to specific locations.

### **McHenry County Fiber Network Consortium Membership (MCNC)**

City of Woodstock, 121 West Calhoun Street, Woodstock IL 60098

County of McHenry, 2200 North Seminary Avenue, Woodstock IL 60098

Emergency Telephone System Board (ETSB), 2200 North Seminary Avenue, Woodstock IL 60098

McHenry County College (MCC), 8900 US Highway 14, Crystal Lake IL 60012

Woodstock Unit School District 200, 227 West Judd Street, Woodstock IL 60098

### **Section I Internet Access and Lit Bandwidth**

The Internet Service Provider vendor must have dedicated Lit Transport Bandwidth to reach the MCNC fiber network. The proposing vendor will aggregate their own fiber path into a location where MCNC fiber exists, or they will build out a new fiber path from their closest point-of-presence to the MCNC network. MCNC would be agreeable to a two year term with an option to extend for an additional three (3), one (1) year terms, subject to a funding out clause. MCNC will apply as much weight in the decision process to the price, the ability to deliver, and the Service Level Agreement. The Service Level Agreement should reflect the amount of credit given for any outage, and the calculation used in that equation. The successful vendor will be responsible for the installation, testing, and cutover of the Internet bandwidth. The vendor will also be responsible for on-site configuration and connection, as well as training for MCNC staff. MCNC requires high availability as well as rapid resolution to any issues. Also, include trouble ticket procedure, escalation and mean times to response and resolution. Cite whether your company is the primary resource to fix issues or if you must work through a third party.

## 1. Internet Bandwidth

### a. Estimated Internet Bandwidth

- i. City of Woodstock 200MB - 250MB
- ii. County of McHenry 500MB – 1GB
- iii. ETSB 100MB
- iv. MCC 500MB – 1GB

### b. Required IP Addresses

- i. City of Woodstock requires 4 public IP addresses
- ii. County of McHenry requires 128 public IP addresses
- iii. ETSB requires 32 public IP addresses
- iv. MCC requires Class C IP License

### c. BGP Required By following MCNC participant

- i. City of Woodstock
- ii. County of McHenry
- iii. ETSB
- iv. MCC

Woodstock Unit School District 200 will need at least 3GB of Internet Bandwidth at a future date when their current contract expires. Providers should plan for this need and future growth.

## 1. Specifications:

- a. Service Provider (SP) shall provide no less than 1GB and up to 3GB or more of duplex business class of Internet Bandwidth and transport.
- b. SP shall provide connectivity via (1) Ten Gigabit Ethernet (GE) interface or detailed alternative.
- c. SP shall provide proof of two redundant upstream Tier 1 Internet providers.
- d. SP shall provide bandwidth 24 hours per day, 365 days per year.
- e. SP shall have network engineering and call center support 24 hours per day, 365 days per year.
- f. SP shall maintain network monitoring capability and notification to MCNC at the point of any disruption of service.
- g. SP shall provide web-based bandwidth utilization reporting.
- h. SP shall provide separate invoice for each MCNC participant.
- i. SP shall grant MCNC control over DNS services as primary with authoritative control.
- j. SP shall install all services and equipment included in proposal.
- k. SP shall guarantee quality of service – minimum uptime 99% per month with minimum of 4 hours response and resolution to problems, with documented discounts given for outages exceeding 4 hours. MCNC to allow for brief pre-arranged outages during off-hours for vendor maintenance.
- l. SP shall grant port freedom.
- m. SP shall present SIP Trunk supported offering (if available).
- n. SP Shall discuss any additional services offered or available.
- o. SP shall detail all security practices within offering.
- p. SP shall provide all applicable information on any usage caps, and bursting ability.
- q. SP Shall provide detailed plan for segmenting traffic amongst MCNC participants.
- r. SP must provide information on their MEF 2.0 compliancy or status.
- s. SP should provide information on their top capacity.
- t. SP should provide information on all Internet features provided or available (i.e DDOS, IPv4, IPv6, NAT, etc.)

**2. Additional Information Required:**

- a. SP's Service Level Agreement.
- b. SP's policy on bursting bandwidth utilization.
- c. SP's E-rate SPIN number.
- d. Proof that SP's E-rate annual SPAC has been submitted.
- e. SP's written statements to comply with all Vendor E-rate Compliance as previously stipulated.

**3. Pricing:**

- a. Pricing shall be quoted on a two (2) year term, and include an option to extend for an additional three (3), one (1) year terms. This shall be specified in the contract and purchase order. Maximum duration of the agreement, including all extensions, shall be five (5) years. If better pricing is possible with a longer term contract, please provide alternatives.
- b. Pricing shall be quoted per mbps of bandwidth purchased.
- c. Pricing may be "tiered" for levels of service (e.g. price per MB of bandwidth between 100-200 mbps, different price per mbps of bandwidth between 201-300 mbps, etc.).
- d. Pricing shall show monthly recurring costs and any one time installation costs.

**Section II Leased Dark Fiber or Carrier Ethernet Capacity**

Both County of McHenry and ETSB require either leased dark fiber, and/or Carrier Ethernet capacity along the following route:

McHenry County College (MCC) (8900 US Rte. 14, Crystal Lake IL 60012) to the Crystal Lake Municipal Facility, 100 West Municipal Complex, Crystal Lake, IL 60014.

County of McHenry requires 8 – 12 dark strands of fiber or 8 dark strands of fiber and (4) 10GB connections of Carrier Ethernet capacity

ETSB requires either 8 dark strands or 8GB of Carrier Ethernet capacity

Additionally, ETSB requires either leased dark fiber, or Carrier Ethernet capacity along the following route:

McHenry County College (MCC) (8900 US Rte. 14, Crystal Lake IL 60012) to the DeKalb County ETSB facility at 150 N. Sycamore Rd, Sycamore, IL 60015.

ETSB requires either 2 dark strands or 1GB of Carrier Ethernet capacity

### **III. PROPOSAL REQUIREMENTS:**

The Proposal shall include a Table of Contents and follow the format below. Please provide as much detailed information as possible.

#### **A. Company Information**

1. Provide general information about your company, including the most current financial information should include, but is not limited to years in business, geography served, number of employees, Balance Sheet for last two (2) years.

2. Submit an Executive Summary (no more than two (2) pages).

#### **3. Required Services, Plans and Equipment:**

The Vendor shall provide information on how they will address the following requirements:

##### **a. Customer Services:**

In order to provide excellent customer service that will meet MCNC business needs, while reducing the amount of staff time required to follow-up on problems, the Vendors shall provide information to address the following:

- i. Routine service (detailed information).
- ii. Emergency service.
- iii. Account (billing inquiry) assistance.
- iv. Trouble shooting existing equipment.
- v. Customer complaints.
- vi. Responsibility of notifying the MCNC participants at least 48 hours in advance of any system maintenance that might impact or degrade their system's performance.
- vii. Provide a designated account representative.

##### **b. Account Billing Requirements:**

- i. All invoices shall be submitted to MCNC participants in paper form.
- ii. Vendor should indicate if billing is available electronically, in a format that contains system reports that allow for quick retrieval of information.
- iii. Vendor shall be responsible for maintaining contract pricing and for establishing separate monthly billing for each MCNC participant.

##### **c. Availability of Reports:**

Provide reporting options that allow MCNC to generate "on-demand" reports from the data very quickly, without having to custom prepare software or queries. Please provide samples for review. Some of the reports MCNC requires, but is not limited to, include the following:

- i. Monthly data traffic reports to assess bandwidth.
- ii. Separate invoice for each MCNC participant.
- iii. Account adjustments.
- iv. Monthly service fees.
- v. Fees, surcharges and taxes.
- vi. Describe web portal access, usage, and availability for on demand reporting.

**B. Methodology**

1. Describe the methodology to bring up MCNC participants to your technology and devices. MCNC participant assistance should be addressed.

**C. Prior Experience and References**

1. Vendor must identify all Illinois governmental agencies that currently use their services. List the name of the entity, contact person, phone number, information about the project, and when the project was undertaken and completed. List other governmental or non-governmental as well.

2. Provide a brief summary of experience for any sales or technical team members who will be working on the proposed implementation, along with the project manager and account manager.

**D. Project Management**

1. Vendor should submit a Project Plan that details their timelines and steps that would be required to implement their solution. The Project Plan should include major objectives, milestone completion dates, with associated payments, and task completion sign-offs that the MCNC participants and the Vendor expect to meet for the project to move forward and be completed successfully.

2. Vendors should detail their past experiences and reference agencies that they have worked with on similar implementations.

3. Vendor shall provide a detailed explanation of emergency (disaster) type services available to the County.

**E. Cost Proposal: (See Exhibit A)**

1. Detail the costs that the MCNC participants will incur for 12, 24, and 36 month periods. Please respond by listing your pricing on Exhibit A.

**IV. ESCALATION PROCESS:**

Vendor shall provide a detailed chart with times, names and titles of individuals and telephone numbers regarding escalation process for all services listed in the event of critical outages and downtime.

**V. SERVICE OUTAGES:**

The Vendor is asked to provide the practice used for prioritizing service problems based on the severity of the problem reported. Considering the problem description, the Vendor should define how they determine and assign the severity at ticket entry. The Vendor should define the Severity Level and type of Service Problem that applies per the following chart for each service:

Severity Level	Service Problem
Severity 1:	•
Severity 2:	•
Severity 3:	•
Severity 4:	•



Please include what are business hours for reporting service problems? Are these services available 24 hours a day, 7 days a week? What is the average timeframe for initial call back or response when there is a problem or outage? What is the initial timeframe for problem resolution?

Please add any additional relevant information on how your company manages and reports service outages.

**VI. CUSTOMER NOTIFICATION:**

Vendor shall define their plans for notifying MCNC participants for each of the following conditions:

Type of Downtime	Vendor Plans for Customer Notification
<ul style="list-style-type: none"> <li>Planned Downtime for scheduled maintenance</li> </ul>	
<ul style="list-style-type: none"> <li>Demand or emergency maintenance to prevent an outage condition</li> </ul>	
<ul style="list-style-type: none"> <li>Unplanned Downtime</li> </ul>	

**VII. SERVICE ASSURANCE WARRANTIES**

Vendor is to define their warranty and credit schedule for any applicable outage:

If Outage is From:	If Outage is Up To:	Credit Applied Is:
Example: 1 minute	Example: 30 minutes	X%

**VIII. SERVICE LEVEL AGREEMENT:**

Vendor’s Service Level Agreement must be attached. Please supply a Service Level Agreement (SLA) for all services outlined, including credit calculations for outages. Within Service Level Agreement, at a minimum, specify Service Availability percentage, Data delivery percentage, Roundtrip, Latency, and Jitter. Also, include trouble ticket procedure, escalations, and mean times to response and resolution. Cite whether your company is the primary resource to fix the issues or if you must work through a third party. If separate SLAs are designed for different services, please clearly indicate such on each SLA.

	<b>Yes</b>	<b>No</b>
Vendor’s SLA attached		
Information on Credit Calculations for Outages included		
Information on Trouble Ticket Procedure included		
Information for Escalations included		
Information for mean times to Response and Resolution included		
Is Vendor primary resource to fix all issues		

**IX. CUSTOMIZED BILLING:**

MCNC is comprised of several participants and each are responsible for processing their own service invoices.

**X. QUANTITIES:**

The quantities listed are not guaranteed and may change at any time.

**XI. SPECIAL CONDITIONS:**

A funding out clause shall be made part of the agreement as funding is subject to annual appropriation, and if such funding is unavailable, the Agreement may be terminated by Customer without Customer incurring any liability or early termination penalties, but customer must provide 30-day notice of intent to cancel.

**XII. EXHIBITS:**

**1. EXHIBIT A – Cost Proposal Form**

**A. Cost Proposal**

1. Proposed fees must be all inclusive. No additional costs will be paid by MCNC participants, which includes, but is not limited to, administrative charges, trip time, fuel charges, freight or handling charges and any other costs associated with providing the service. Prices shall remain firm for the term of the contract. MCNC shall evaluate the technical specification of equipment proposed and desire all vendors to keep “marketing information” to a minimum.

2. List all applicable taxes that MCNC participants will be charged.

3. Detail all one time and recurring costs that the MCNC participants will incur for the 24-month agreement, 36-month agreement, 48-month agreement and a 60-month agreement period for Internet Bandwidth and transport.
4. Detail all one time and recurring costs that both County of McHenry and ETSB will incur for the leased dark fiber or the Carrier Ethernet capacity. Specify lease time frames for dark fiber, or contract time frames for Carrier Ethernet capacity, along with associated costs. Include all options or alternatives.

**I. Company Name:** \_\_\_\_\_

**J. Additional Requirements:**

MUST provide overview of your network identify your resources and what you are able to troubleshoot – what is owned by you.

MUST provide actual network reliability and availability for the last two (2) years.

MUST provide redundancy documentation Disaster Recovery (DR) and Business Continuity (BC) plan.

MUST provide 24x7x365 support.

MUST provide 24x7x365 NOC Services for Internet Services.

MUST provide sample billings and options to customization.

MUST provide management and web reporting portal.

MUST provide project plan.

MUST include any and all charges within proposal.

***THIS PAGE IS MANDATORY.***

**PROPOSAL FORM**

WE, \_\_\_\_\_, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED HEREIN.

**Items to Be Included With Proposal:**

- Proposal Letter.
- Proposal Support Data.
- Proposal Price Schedule.
- Vendor's Certification.
- References.

**Section I Internet Access and Lit Bandwidth:** \$ \_\_\_\_\_

**Section II Leased Dark Fiber or Carrier Ethernet Capacity:** \$ \_\_\_\_\_

WE ALSO CERTIFY THAT THIS WRITTEN PROPOSAL IS VALID FOR 120 DAYS FROM THE DAY OF THIS PROPOSAL AND THE ATTACHED INFORMATION IS RECEIVED AND FILED BY THE COUNTY OF MCHENRY.

\*\*Please list below other costs that may be associated with this service or used additional sheets if necessary:

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***THIS PAGE IS MANDATORY***

EXCEPTIONS TO THE RFP:

List any exceptions to the RFP Specifications:

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***THIS PAGE IS MANDATORY.***

**AUTHORIZED NEGOTIATORS:**

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

***THIS PAGE IS MANDATORY.***

***REFERENCES***

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

***THIS PAGE IS MANDATORY.***  
**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY**  
**YOUR BID MUST BE AN ORIGINAL SIGNATURE**

**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes    \_\_\_\_\_ No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Real Estate Agent       |
| <input type="checkbox"/> Sole Proprietorship                                      | <input type="checkbox"/> Government Entity       |
| <input type="checkbox"/> *Partnership   | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation  | (IRC 501(a) only)                                |
| <input type="checkbox"/> Not-for-Profit Corporation                               | <input type="checkbox"/> Trust or Estate         |
| <input type="checkbox"/> Medical and Health Care<br>Services Provider Corporation |  |

\*State full names, titles and addresses of all responsible principles and/or partners below;

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Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**If needed please submit any additional sheets.**



**THIS PAGE IS MANDATORY.**

## **SIGNATURE PAGE**

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL  
DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE**

### **PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\*\*State of Incorporation \_\_\_\_\_

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(Individual - Partnership - Company - Corporation)

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(Business Address)

---

(City, State, and Zip Code)

---

(By Printed Name and Signature)

(Title)

---

(Witness Signature)

(Title)

---

(Telephone No)

(Fax No)

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(Date)

(Email)

*End of Document*