



2019

# SECONDARY FIBER INTERNET CONNECTION RFB

Kendall County Technology Services

## SUMMARY

Kendall County Technology Services is accepting bids for a secondary internet connection to provide redundancy to the counties current fiber infrastructure.

**Matthew Kinsey**

Technology Services Director

## **Request for Bid**

### **2019 Secondary fiber Internet connection**

On behalf of Kendall County, I invite you to furnish a bid in accordance with the Scope of Work and Instruction to Bidders stated herein. Carefully read the instructions and follow procedures as outlined in order to be considered for award of contract for this project.

All questions should be directed to:  
Kendall County Technology Services  
Attention: Director  
[mkimsey@co.kendall.il.us](mailto:mkimsey@co.kendall.il.us)  
811 W John St, Rm 229  
Yorkville, Illinois, 60560

Any questions received shall be answered at the discretion of the County. All questions must include a valid email address for response. Replies will be issued to all Proposers/ Vendors of record via email and will become part of the RFB Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted prior to the submittal deadline.

#### Prevailing Wage Notice

This contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

## **SCOPE OF WORK**

The vendor shall delivery the equipment and service detailed below to:

Technology Services  
1102 Cornell St  
Yorkville, IL 60560

Include all costs in the bid response including shipping of equipment and installation.

Follow the attached Instructions to Bidders.

Details:

Fiber Internet connection with multimode handoff; Connection speed will require a minimum of 100Mbps and not exceed 300 Mbps; The pricing will need to show 24, 36, and 48 month contract terms; A static IP address with an additional 5 additional IP addresses; Service must be provided on a separate network than current fiber provider to ensure redundancy; All fees (including installation, activation, and shipping) will need to be included in the submitted bid;

## INSTRUCTION TO BIDDERS

**General Description:** Bids are being accepted for the purchase of:  
Secondary Fiber Internet Connection (see Scope of Work for details)

**Requirements:** The following will apply to all bids received:

1. All bids must be comprehensive and complete for the services requested. The accepted bid shall be contracted by Kendall County for the total of the submitted bid. Kendall County will not be responsible for any additional charges above the accepted bid unless additional services are negotiated and accepted by Kendall County by addendum to the original contract. The terms that will be included in the contract for the services are attached to this RFB as the "Agreement." By submitting a bid, bidders are agreeing to those terms found in the Agreement.
2. Kendall County will not be responsible for any expenses incurred by the bidder in preparing and submitting bids. All bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The bidder must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature.
4. The individual signing the document for the bidding organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All bidders must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a bidder to promptly supply information requested in this RFB or other information subsequently requested may result in the bidder being eliminated from consideration.
8. The contents of the bid submitted by the successful bidder and this RFB (as well as the Agreement) will become a part of the contract awarded as a result of these specifications.
9. Kendall County reserves the right to request clarifications or corrections to bids.
10. All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon Kendall County's request, the bidder agrees to an extension.

11. The bidder acknowledges that all bid materials become the property of Kendall County and, as such, may be available to the public. By submitting a bid, bidder acknowledges that Kendall County's decision is final, binding, and conclusive upon the bidder for all purposes.

12. The bidder is expected to comply with the true intent of this RFB taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or Kendall County. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify Kendall County in writing, and Kendall County will issue written corrections or clarifications. The bidder is responsible for the contents of its bid and for satisfying the requirements set forth in the RFB. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the bidder in the process of putting the bid together.

**County's Rights:** Kendall County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in the RFB; (2) to supplement, amend, or otherwise modify the RFB, without notice; (3) to request additional information from bidders; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

**Examination:** Bidders shall receive a copy of the Instruction to Bidders, and 2019 Secondary fiber Internet connection to use in preparing a bid.

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**Questions and Interpretations:** Submit questions about the documents to the Director of Technology Services via email [mkinsey@co.kendall.il.us](mailto:mkinsey@co.kendall.il.us). Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Agreement will be considered as implicitly denoting thorough comprehension of intent of the documents.

**Submittal:** Submit completed bid and other required documents via email to [mkinsey@co.kendall.il.us](mailto:mkinsey@co.kendall.il.us) or by mail to Technology Services. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement have been completed.

Completed bids can be forwarded or mailed to Kendall County Technology Services, 811 W John St, Room 229, Yorkville, Illinois, 60560. Bids must be received before ~~Sep-26th-2018~~ July 26, 2019 at ~~4:30pm~~ in order to be considered.

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This RFB process is for the Kendall County's benefit only and is intended to provide Kendall County

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with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at Kendall County's discretion.

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**Opening:** The bids shall be opened and publicly read on July 26<sup>th</sup>, 2019 at 10:00am in the Health and Human Services Building at 811 W John Street by the Director of Technology Services. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Kendall County Board. Attendance is NOT required.

**Award:** It is the intent of Kendall County to award the bid to the lowest responsible bidder who has met all specifications, terms, and conditions ~~stipulations~~ of this ~~document - RFB~~ and the Agreement.

**Rejection of Bids:** The Kendall County Board, Kendall County Administrative/HR Committee, and Kendall County Technology Services Director reserve the right to reject any or all bids and; to waive any or all irregularities. Kendall County may seek clarification from a bidder at any time and failure to respond promptly is cause for rejection. ~~technicalities; and reserves the right to award a contract which is in the best interests of Kendall County.~~

**Disqualification:** Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. The bidder's failure to agree to the terms and conditions of the attached Agreement or otherwise meet the mandatory requirements will result in the disqualification of the bidder's bid from further consideration as an unresponsive bid.

**Execution of Contract:** Notwithstanding any delay in the preparation and execution of the contract ~~execution of the formal Agreement~~, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order.