

INVITATION TO BID

Issued By

COUNTY OF TAZEWELL
OFFICE OF THE COUNTY FINANCE DIRECTOR

CRAIG A. PETERS CPA

TAZEWELL COUNTY FINANCE DIRECTOR
11 S. 4TH STREET, SUITE #120
PEKIN, ILLINOIS 61554
PHONE (309) 477-2237 FAX (309) 477-3095



Sealed bids will be received at the office of the
County Finance Director, Suite #120 Tazewell County
Pekin, Illinois 61554

**Tazewell County VoIP Telephone System
Project #2017-F-02**

**RETURN THIS COPY
AS YOUR BID
DO NOT DETACH**

**SUBMITTED BY
Craig A. Peters CPA
Tazewell County Finance Director**

INVITATION TO BID

TAZEWELL COUNTY

VoIP Telephone System

Project #2017-F-02

Tazewell County is inviting sealed bids from interested and qualified parties for the installation of a VoIP Telephone System in multiple County buildings.

Copies of the Bidding Documents may be obtained from **Tazewell County Finance Director, Craig A. Peters**, beginning **Tuesday, May 2, 2017**, at 11 S. 4th Street, Suite #120, McKenzie Building, Pekin, Illinois, 61554. Telephone: (309) 477-2237. Bidding documents may also be obtained at **tazewell.com** please follow instructions to bidders if you print them from tazewell.com

Optional Pre Bid Meeting will be held **Tuesday, May 9, 2017**. Please meet Scott Hizey at 9:00 am in the lobby of the Tazewell County Justice Center to tour the buildings in which the phone system will be installed.

Bids will be received in the office of the **Tazewell County Finance Director**, 11 S. 4th Street, Suite #120, Pekin, Illinois, 61554 **no later than 10:00 A.M. Tuesday, May 23, 2017**.

Bids will be publicly opened and read aloud in the office of **Tazewell County Finance Director** located at 11 S. 4th Street, Suite 120, Pekin, IL **immediately following the close of bids**.

David Wilson of Wilson Consulting is the technical consultant on the project. Please contact Mr. Wilson at dwilson@wilsonconsulting.org, (630) 279-8700, if you have questions on the technical aspects of this work. General questions regarding this bid may be directed to Scott Hizey, Network Administrator at shizey@tazewell.com, (309)478-5850.

Bids will be evaluated in writing based on the requirements set forth in the instruction to bidders. The bid evaluation summary will be submitted to the requesting department's parent committee, and forward the recommendation for award to the full Tazewell County Board for consideration and awarding of the contract. The Tazewell County Board reserves the right to accept or reject any and all bids or to waive technicalities.

Craig A. Peters CPA
Tazewell County Finance Director

GENERAL INSTRUCTIONS TO BIDDERS

1. All instructions contained herein are applicable.

2. Bid Proposal Form:

Separate duplicate copies of the proposal form as provided, are to be submitted by the bidder for that purpose as set forth below.

3. Preparation of Bid:

A. Bids shall be submitted in duplicate on forms which will be furnished by the Tazewell County Finance Director's Office.

B. All spaces provided for on the form shall be either typewritten or written in ink. Where both written words and numerical figures are given, the written words will apply in the event of a conflict.

4. Questions and Inquires:

Questions or inquires concerning the specifications, terms, and conditions of the requested bid should be directed to the County Finance Director or designee as named in the detailed specifications. If the nature and volume of inquires indicate a substantial defect in the aforesaid specifications, terms and conditions, the County will either issue an addenda, schedule an additional pre-bid conference, extend the time for submission of bids, or reject all bids and reissue corrected or appropriately modified specifications, terms, and conditions. All such addenda shall become a part of the specifications as if originally submitted. However, in **no case** will changes, additions, or deletions be made without receipt of either an addenda or change order from Craig A. Peters, Tazewell County Finance Director.

Submission of Bids:

A. Bids will be received at the time and place set forth in the invitation to bid.

B. Envelopes containing bids shall be sealed; mailed or delivered, and addressed as follows:

Craig A. Peters
Tazewell County Finance Director
11 S. 4th Street, Suite #120
Pekin, IL 61554

5. Contract to be Awarded/Terms and Conditions:

The following general contract terms and conditions are included in these instructions to inform vendors of general terms and conditions to which the County will require the successful vendor to agree. Successful vendor hereafter referred to as "Contractor".

A. Assignment of Contractual Rights:

It is agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right, title or interest in the Contract or any part thereof, without previous written consent of County and the sureties.

* County includes all offices of the County unless an individual officer is exercising independent contractual authority. Contact the County Administrator at (309) 477-2272 if this is an issue.

B. Contract Management:

The Contractor shall appoint an individual person as an Agent who shall be available for discussions; when requested, concerning the fulfillment of the Contract. The County will deliver official documents addressed to the Contractor to the Agent of the Contractor. The Agent shall be available at the time of Contract award. The name, address and telephone number of the person to be designated as Agent shall be included in the Proposal.

C. Meetings:

After the award of the Contract, technical, scheduling and status meetings may be held. These meetings will be for the purpose of, but not limited to:

- Establishment of project schedule
- Establishing functional details of the construction or equipment
- Delivery, installation and maintenance of equipment or hardware

The Contractor shall provide the services of his technical staff and Agent for these meetings.

D. Progress Reports:

The Contractor is required to submit monthly reports on the status of the project so that the County is kept fully informed of progress. The information required will be specified at the meetings with the Contractor.

E. Notice and Service Thereof:

Any notice to Contractor from the County relative to any part of this Contract shall be considered delivered, and the service thereof completed, when said notice is posted by U.S. mail to the said Contractor at his last given address or delivered in person to Contractor's Agent.

F. Conflict of Interest

A Contractor filing a proposal thereby certifies that no officer, agent or employee of the County who has a pecuniary interest in this proposal has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Contractor for the same Request for Proposals, and that the Contractor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

G. Compliance With Laws:

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local, and County governments, which may in any manner affect the preparation of proposals or the performance of the contract.

H. Equal Employment Opportunity

In the event of the Contractor's noncompliance with any provision of this Equal Opportunity clause, the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared not responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Contractor agrees as follows:

(a) That he shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, handicap, national origin or ancestry; and further that he will examine all job classifications to determine if minorities or women are under-utilized and shall take appropriate affirmative action to rectify any such under-utilization.

(b) That, if he hires additional employees in order to perform this contract or any portion hereof, he shall determine the availability (in accordance with the Fair Employment Practices Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which he may reasonably recruit, and he shall hire employees for each applicable job classification in such manner that minorities and women are not under-utilized.

(c) That, in all solicitations or advertisements for employees placed by him or on his behalf, he shall state that all applicants will be afforded equal opportunity without discrimination based on race, color, religion, sex, handicap, national origin or ancestry.

(d) That he shall send to each labor organization or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in his efforts to comply, the Contractor shall promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and shall recruit employees from other sources when necessary to fulfill his obligations there under.

(e) That he shall submit reports as required by the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(f) That he shall permit access to all relevant books, records, accounts and work sites by personnel of the Fair Employment Practices Commission and the contracting agency for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations.

(g) That he shall include verbatim or by reference the provisions of paragraphs a through g of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that he shall also include the provisions of

paragraphs a, e, f, and g in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor shall be liable for compliance with applicable provisions of this clause by all subcontractors; and further he shall promptly notify the Fair Employment Practices Commission and the contracting agency in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor shall utilize any subcontractor declared by the Commission to be not responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontractors referred to under paragraph (g) of the Equal Employment Opportunity Clause Above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10: The term "Subcontract" means any agreement, arrangement of understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contract; or
- (b) Under which any portion of the Contractor's obligation under any one or more contracts is performed, undertaken or assumed; or
- (c) For bid specifications for construction or services.

I. Liability and Insurance:

The County does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor.

Contractor's Insurance – The Contractor and all subcontractors shall secure and maintain such insurance policies as will protect him self from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or anyone employed by him directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$ 1,000,000.00
 - Property Damage \$ 1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$ 1,000,000.00
 - Property Damage \$ 1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractor's protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the Contractor’s obligations under Section N below entitled, “Hold Harmless and Indemnification Agreement”.

Certificates of Insurance – Certificates of insurance acceptable to the County indicating insurance required by the Contract is in force shall be filed with the County prior to approval of the Contract by the County. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

J. Hold Harmless and Indemnification Agreement:

The Contractor shall save and hold harmless and indemnify the County and the citizens of Tazewell County against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of this contract, resulting from the negligent acts or omissions of Contractor, or any employee, agent or subcontractor. Contractor is not responsible for consequential damages.

K. Limited Distribution or Use of Certain Data and Information:

Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a County agency or County contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the County or others.

Contractor agrees that contractor personnel will not divulge or release data or information developed or obtained in connection with their performance of the resulting contract, unless made public by the County, except to authorized County personnel or upon written approval of the Tazewell County Administrator.

Except as may be otherwise agreed to with a data owner, the Contractor agrees not to use, disclose or reproduce proprietary data, other than as required in performance of this contract; provided, however, that nothing herein shall be construed as precluding the use of any data independently acquired by the Contractor without such limitation.

All proprietary information and all copies thereof shall be returned to the County upon completion of the work for which it was obtained or developed.

L. Inspection of Materials:

The County shall have a right to inspect any materials or equipment to be used in carrying out this Contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this Contract up to the time of final acceptance by the County. Materials, equipment, components, or completed work not complying therewith may be rejected by the County and shall be replaced by the Contractor at no cost to the County. Any materials, equipment or components so rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor.

M. Responsibility for County Property:

The Contractor assumes full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to any and all County property

(and/or property belonging to other County agencies within Tazewell County), including any equipment, supplies, accessories, or parts furnished, while in Contractor's custody and care for storage, repairs, or services to be performed under the terms of the resultant contract, resulting from the negligent acts or omissions of Contractor or any employee, agent or representative of Contractor or subcontractor.

The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction of, or damage to County property (and/or property belonging to other County agencies within Tazewell County), and upon the request of the contracting officer shall, at the Contractor's expense furnish to the County all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the County in obtaining recovery.

N. Right to Audit:

Contractor agrees that the County or its representatives shall have the right to examine any of Contractor's records, which directly relate to this contract.

O. Default

(a) The County may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of materials or to perform services within the time specified herein or any extension thereof, or

(ii) if the Contractor fails to perform any of the other performances of this Contract, or so fails to make progress as to endanger performances of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten days, or such other period as the Purchasing Agent may authorize in writing, after receipt of notice from the Purchasing Agent.

(b) In the event the County terminates this contract in whole or in part as provided for in paragraph (a) of this clause, the County may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, materials or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The County may deduct these costs from any unpaid balance due the Contractor or may collect against any bond or surety in effect.

(c) The Contractor shall not be liable for any excess of costs if acceptable evidence has been submitted that failure to perform was due to causes beyond the control of and without the fault or negligence of the Contractor.

P. Taxes:

The County is exempt from all State and City sales tax and will provide documentation, if required.

Q. Change Orders:

While the Contract is in effect, if unforeseen conditions require a change or major variations from the original plans, a Change Order will cover such work. The Change Order is to set forth in complete detail the nature of the change and reasons therefore. Whether it is an addition or reduction with respect to the original Contract price is to be covered in detail as well as any extension or reduction of the completion date.

6. Examination of Site: (when applicable)-

Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions that may and can affect the work and cost thereof. Bidders shall also thoroughly examine and be familiar with the specifications as set forth for this project.

7. Withdrawal of Bids:

Any bidder may withdraw his proposal at any time prior to the time and date set for the termination of bidding in writing. No bidder may withdraw his proposal for a period of thirty (30) days after the time and date set for the termination of bidding.

8. Award of Contract:

A. An award will be made to the lowest qualified bid that complies with the terms and conditions of the specifications provided that it is in the best interest of the County to accept the proposal. Awards will be made on a per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County and the delivery terms will be taken into consideration in making the award.

B Award of a contract as a result of this invitation is dependent upon the availability of funds from which payments will be made.

C. Professional service selection will be awarded within the guidelines of the Local Government Professionals Service Act (50ILCS 510/0.01).

9. Rejection of Bids:

The County of Tazewell reserves the right to reject any or all bids when such rejection is in the best interest of the County.

Unless called for, substitute or alternative bids shall not be considered.

10. Acceptance of Bids:

The right is reserved, as the interest of the County may require, rejecting any or all bids and to waive any nonmaterial informality or irregularity in the bids received. The County will accept one of the proposals or reject all proposals within ninety (90) calendar days from the bid opening date.

11. Prices:

Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in extension of price, unit shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

12. Discounts:

Cash discounts for payment within fifteen (15) days or more will be considered in awarding the bid. Discounts of less than fifteen (15) days will not be considered in the bid evaluation. Where

the net bid is equal to a bid with the cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

13. Price Reduction:

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any item covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e. wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall invoice the County at such reduced prices, indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the contract documents. The contractor shall, within ten days of any general price reduction, notify the Purchasing Agent of such reduction by letter. Failure to do so may result in termination of the Contract.

14. Patents:

The successful bidder agrees to protect, defend, and save the County harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

15. Guarantees and Warranties:

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final voucher on the Contract is issued.

16. Cancellation:

The County reserves the right to cancel the whole or any part of the contract, if the Contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, act of the County, fires or floods.

17. Signatures:

Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter. All signatures must be in ink.

18. Special Conditions:

Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".

19. Permits and Licenses:

The Contractor shall obtain, at his own expense, all permits and licenses that may be required to complete the contract.

20. Prices Specified:

The Contractor agrees to furnish the material or services according to the County's plans, specifications and conditions and at prices specified hereon.

21. Samples:

Samples of items; when required, must be submitted within the time specified and at no expense to the County; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples: which are not requested for return, within thirty (30) days, will become the property of the County.

22. Bid Envelope Identification:

Bidders are requested to indicate in the **lower left hand corner** of their envelope the **item being bid, bid number** and **date** the bid is **due**.

23. Prevailing Wages:

The Contractor and all subcontractors shall comply with 820 ILCS 130/1, et. seq., concerning general prevailing rate of hourly wages. A copy of the County ordinance dealing with prevailing wages is available at the office of Tazewell County Administrator for examination.

24. Taxes:

The County is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The County will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event unit price includes taxes, the bidder must show the amount of tax included in the unit price

25. Investigation:

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the Contractor, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the County or the compensation to the bidder.

26. Non-Collusion Affidavit:

Whenever the Affidavit of Non-Collusion form is attached to the specifications, the bidder must properly execute it or the bid will not be considered for acceptance.

27. Bid-Rigging or Bid Rotating:

The signed form certifies that the bidder is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid rigging or bid-rotating per Public Act 85-1295, Section 33E-3 and 33E-4.

INTRODUCTION

Tazewell County is interested in soliciting proposals from qualified providers of VoIP telephone systems both on premise and hosted solutions whose product offering meets or exceeds current County requirements and whose complete product offering provides a robust solution that will allow the County to continue to leverage this investment well into the future as the needs of the County continue to grow.

The specifications of this project are an integral part of the County's formal Request for Proposal (RFP). All responders are required to review this document in detail and acknowledge their understanding of the technical aspects of this project in order to be considered a responsible Proposer.

The County is considering either a County-hosted or a Vendor-hosted solution. The County has no current preference for either option, but intends to select the best option and make a justifiable investment in a system that will deliver the greatest long-term value and the highest level of support to the County, its residents, employees, and suppliers worldwide. For County-hosted solutions, the County will consider outright purchase, lease or other financing options.

Contact Information

Questions regarding this RFP can be addressed to:

Mr. David Wilson
Consultant
Wilson Consulting
dwilson@wilsonconsulting.org
(630) 279-8700

RFP Definitions

The following definitions are used in the RFP:

Client or **County** refers to Tazewell County.

Vendor, Proposer, or Respondent refers to a firm, company or organization submitting a proposal in response to this RFP.

VoIP Telephone System, the telephone system, or system means the solution that the successful Vendor(s) responding to this RFP will be responsible for providing.

County Background

Current Telephone System

The telephone system serving Tazewell County's Pekin buildings is based on an InterTel system. The InterTel system serves the telephones at:

- Court House
- McKenzie Building

- Justice Center
- Old Post Office
- Tazewell Building

Separate telephone systems are installed at the County's Tremont campus:

<u>Tremont Building</u>	<u>Telephone System</u>
EMA	Toshiba
Health/Environmental Health	Nortel
Highway Department	Mitel 3000
Animal Control	Nortel
Sheriff's Range	none

ISDN PRI service is used to connect the County's Pekin system to the "public network". InterTel software in conjunction with the County's WAN permit calls to be transferred from one site to another rather than asking the caller to place a second call. This configuration also allows staff at one site to dial another site by entering an extension number. There is no cost for these extension-to-extension calls.

POTS (Plain Old Telephone Service) and Centrex service is used at each of the Tremont departments.

Wilson Consulting identified the following number of staff telephones at each site (does not include conference phones or cordless phones).

<u>Building</u>	<u>Number of Telephones</u>
McKenzie Building	72
Court House	86
Justice Center	66
Old Post Office	49
Tazewell Building	19
Arcade (future)	3
EMA	23
Health Department	76
Environmental Health	15
Highway Department	18
Animal Control	6
TOTAL	433

Network Infrastructure Configuration (WAN & Internet)

- A. The County's network consists of 10 buildings/sites. All 10 sites are connected via the County's private fiber based WAN.
- B. A maintenance program is in place to support all key components of the network.
- C. To support the network, external vendors are occasionally used on an as needed basis, but it is largely supported internally.

Data Center

- A. The Primary Data Center (server room) is located within the Tazewell Building.
- B. There is a generator supporting the data center.

Data Network

- A. The users report that the network is very reliable and has few issues. It has a high reliability of above 99.99%.
- B. The network is primarily used for data, voice, video and other applications, including time sensitive MS-SQL and Novell GroupWise email system traffic.
- C. The LAN technology is also based on 100/1000 Gigabit Ethernet technologies.
- D. Most workstations are connected using 100/1000Tx Ethernet.
- E. The network traffic volume on the servers is not formally tracked but the environment has not had any major issues.

Logical Network

- A. Multiple VLANS are used on the network. All buildings are segmented with multiple VLANS for better traffic management.
- B. TCP/IP is used on the WAN and LAN.
- C. Voice Traffic is carried over the fiber based WAN connecting the Pekin Campus facilities currently.

Scope of Work

- A. The intended primary objectives of this project are:
1. To improve communication to the community by telephone
 2. To provide uninterrupted and continuous service to constituents
 3. To include the Tremont Campus facilities in the telephone system.
 4. To provide the capability to expand the services a telephone system offers
 5. To share equipment and services between facilities, reducing cost and duplication
 6. To replace outdated equipment which can no longer be adequately serviced
 7. To comply with State of Illinois 911 legislation.
- B. The project encompasses the following:
1. Modification of the County's data network to support a VoIP telecommunications system
 2. Gathering end-user information to be used in programming the new system
 3. Providing, programming, installing and connecting all equipment necessary to provide a fully functioning telephone telecommunications system that meets the County's voice call processing requirements
 4. Connecting the system and programming the system to external paging/intercom systems at each building.
 5. Connection to public network telephone services (SIP and POTS lines), test SIP service.
 6. Conduct end-user and system administration training.
 7. Conduct system "fail-over" testing.
 8. Provide on-site "post-cutover" support.
 9. Removal of the existing telephone system equipment after the new system is installed.

Proposed System Locations

<u>Building</u>	<u>Address</u>
McKenzie Building	11 South 4 th Street, Pekin, IL
Court House	342 Court Street, Pekin, IL
Justice Center	101 South Capitol Street, Pekin, IL
Old Post Office	334 Elizabeth Street
Tazewell Building	414 Court Street, Pekin, IL

Arcade (future)	15 South Capitol Street, Pekin, IL
EMA	21304 IL State Rt 9, Tremont, IL
Health Department	21306 IL State Rt 9, Tremont, IL
Environmental Health	21306 IL State Rt 9, Tremont, IL
Highway Department	21308 IL State Rt 9, Tremont, IL
Animal Control	21314 IL State Rt 9, Tremont, IL

System Objectives

- A. Location transparency through a uniform dialing plan and seamless transfers
- B. Direct calling to each building, all departments as well as selected staff members
- C. Use of distinctive department number “hunt groups” to facilitate the County’s policy of personally answering incoming calls during business hours
- D. Provide a voice processing (voice mail, automated attendant, UC) system that is easy to use for both callers and staff
- E. Program/Information Numbers through announcement mailboxes with individual DID numbers
- F. Utilize an automated attendant to guide callers to the proper County departments
- G. Location survivability through near continuous service despite network or component failures
- H. Use of the County’s fiber based WAN connecting all County facilities
- I. Centralized system management which will facilitate changes to the system configuration at each site from other locations

Implementation Time Frame

Implementation is to begin immediately upon approval. Implementation schedule will be set and agreed to by Contractor and County.

Proposal Response Requirements

- A. Each Proposer is required to submit the following articles to be considered a responsible Proposer:
 - 1. Vendor Proposal to include:
 - a. A narrative describing the proposed scope of services for the performance of this project

- b. List of equipment proposed with manufacturer and model numbers and itemized pricing
 - c. A proposed implementation schedule showing milestones given in days from contract execution date
 - d. The names and qualifications of the project manager, lead technician, supporting technicians, dedicated staff trainer, and all others who will be assigned to the project
 - e. List of any exceptions to the specifications, or a statement that no exceptions are being needed
 - f. List of references for similar projects with name, address, email and phone number
 - g. Acknowledgment of receipt of these specifications and any RFP addendums
 - h. A manufacturer's written assurance of Vendor support.
 - i. Any additional supporting information
 - j. A Vendor's statement of exception outlining any exceptions it takes in the requirements of the RFP and explanation
- B. The RFP is designed to provide each vendor the ability to discuss creative solutions to the telecommunication requirements of the County. If your proposed system has additional capabilities, functions, or enhancements that are not mentioned as standard in the specification, please provide the necessary information.
- C. While dependable service is of paramount concern to the County, price is very important. A system cost analysis will include hardware acquisition, manufacturer upgrades and annual maintenance. After the proposals have been reviewed, selected vendors may be requested to make a presentation. Until that time, only the originally quoted price will be considered. The Proposer's quoted price should be as competitive as possible. Prices submitted after the receipt of proposals, unless requested by the County, will not be considered valid.
- D. The County reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The County further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all Proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate. The County may seek clarifications from a vendor at any time and failure to respond promptly may be cause for rejection. The County also reserves the right to consider those vendors it determines shall provide the most advantageous services and to negotiate with one or more vendors to develop contract terms acceptable to The County.
- E. The County is not obligated to return any responses or materials submitted by a vendor as a result of the Request for Proposal.

SYSTEM REQUIREMENTS

System Definitions

- A. A Premised Based Unified Telecommunications System is defined as a system that is purchased or leased by the customer, and that is physically located “on site”. This means that the physical system equipment will be installed on the premises at Tazewell County where the telephones are used. Premises Based systems also require the purchase of external telecommunications services to make and receive calls via the PSTN. A Premises Based system may be managed by the customer, or could also be managed by the Vendor, or both.
- B. A Hosted Telecommunications System is defined as system where the physical phone system equipment is installed in the “cloud” at a secure data facility, except for the individual telephones. Hosted systems are in essence “rented” or paid for on a monthly basis and the monthly fee includes all costs for the system functionality, voicemail, unified communications, telephone lines, DID numbers, full maintenance and complete support. The end customer is responsible only for basic administrative adds, moves & changes.

System Architecture

- A. Proposal must state the system, model, and software of the equipment.
- B. Provide a statement regarding the proposed manufacturer’s plans for the proposed system design including any enhancements or obsolescence being considered in the near future.
 - 1. Include assurance of the manufacturer support the proposed software for the life of the system
 - 2. Include proposed software enhancement capabilities
 - 3. Describe the history of the proposed system. Be sure to include date of introduction, dates of new software releases, and dates of introduction of new station equipment.
- C. The County requires the following capabilities across the multi-site system:
 - 1. Uniform dialing plan
 - 2. Centralized Voice Processing System

3. Centralized Call Accounting (Optional)
 4. Centralized System Administration
 5. Network (telco) services sharing between sites.
- D. The system architecture must provide survivability in the event a primary call processor failure (For Premise-based Proposals only). A primary call processor will be installed in the McKenzie Building in the Pekin campus and a redundant call processor will be installed in the EMA building at the Tremont Campus. Hosted systems must provide two separate connections to their cloud-based service. One to the McKenzie Building in the Pekin campus and second to the EMA building at the Tremont Campus.
- E. The system design must include the ability of each Campus to survive a disruption to the link (router failure, fiber failure-WAN) between it and the other Campus. These sites must be fully survivable with significant calling paths and features preserved. These sites must have the ability to receive inbound calls from the PSTN and place outbound calls to the PSTN when disconnected from the overall system. The in-place telephone sets at these sites must also function within the site while the fiber is out of service. Furthermore, under these conditions, state whether the proposed system provides the capability to access voice mail and the ability to reach other County sites via 4-digit dialing (by translating the number to a 10 digit number that is automatically dialed by the system). Illustrate how the proposed system will perform this task (For Premise-based Proposals only).
- F. Call control redundancy and fail-over: The system configuration will include “virtualized” call control at the McKenzie Building. A second, redundant call processor will be installed in a virtualized environment at the County’s EMA building at the Tremont campus.
- G. “Bring Your Own Bandwidth” (BYOB) proposed solutions will not be accepted. The County’s primary consideration for a Hosted solution will be the systems that provide a dedicated connection with guaranteed QoS for the voice traffic going from each Campus to the Hosted System (For Hosted Proposals only).
- H. ISDN PRI Trunk/SIP failure: The system must be able to process any incoming calls directed to either the ISDN PRI/SIP circuit(s) installed at the McKenzie Building or the ISDN PRI/SIP circuit(s) at the EMA. Arrangements with the telephone company will provide the ability to redirect incoming calls that are assigned to one ISDN PRI/SIP circuit to the surviving ISDN PRI/SIP circuit should one fail. The new system must successfully process any DID call to the correct destination. Illustrate how the proposed system will perform this task.

- I. The County currently utilizes VMWare. The County desires that the new telephone system be deployed in this virtualized environment. The County requires the following information regarding a “virtualized” implementation.
- Number of servers
 - Minimum/Recommended number/type of processors for each server
 - Minimum/Recommended amount of memory for each server
 - Minimum/Recommended amount of disc space required for each server (C, D; other volumes)
 - Minimum/Recommended/Maximum Microsoft OS version
- J. If a SQL server, Minimum/Recommended/Maximum Microsoft SQL Server version
- K. All system components must be supported by the County’s Uninterruptable Power Source (UPS) and be survivable from a commercial power outage. The proposal must include the electrical requirements of all system components. All telephones will be powered from the County’s PoE data switch ports.
1. The system must be scalable, capable of supporting additional telephones to accommodate growth at the County’s current locations as well as the ability to incorporate additional new locations into the system. Proposal must include all the requirements to expand the system to accommodate:
 2. Additional telephone instruments
- L. An additional location (WAN connection) with 20 staff telephones and 4 POTS lines. Proposal must state any limitations on traffic handling capacity of the system; both internal and between sites. Describe what is necessary to raise the system's internal traffic handling capacity.
1. Proposal must state the process by which the proposed system is upgraded with additional software enhancements or a new software package. Indicate the following:
 2. Associated cost (work to be completed “after hours”).
- M. List the history of hardware changes required to accomplish upgrades of same system proposed. If so, please describe what hardware had to be replaced and the cost to do so.
- N. Proposal must state the physical requirements of the proposed system. This is to include rack space, and electrical requirements, and air conditioning.

1. Proposal must provide the following information for the system at each site (Premise-based solutions): Number of telephones supported (hardware and licenses)
 2. Number of ISDN PRI/SIP trunks supported
 3. Number of business lines (POTS) supported
 4. Software limitations (i.e. number of extensions (actual and virtual) or other limitations)
 5. Provide a complete software and hardware inventory of the systems proposed.
- O. The County requires that the system will provide “toll call” quality. 100% call completion and latency of 100 milliseconds or less is required.

Location Transparency

A primary requirement of the County’s telephone system is that it provides location transparency.

- A. Uniform 4-digit dialing to any telephone at any County facility. This capability will be extended to all County locations.
- B. The ability to transfer a call directly to any County telephone at any location.
- C. The ability to forward calls (busy, no answer, all) to any other telephone in the County.
- D. The ability to program call coverage between locations
- E. The system will include the ability to permit trunks (SIP) terminated at one site to be used by another site should traffic exceed the capacity at the originating site or should the service at one site be disabled.

Telephone System Features

Proposal must describe and/or list the features provided by the proposed solution. Highlight features with address the following requirements (and note any deficiencies as well):

- A. The proposed system will provide direct dialing to all staff specific departments. County staff must be able to distinguish calls for their department from calls to specific individuals. The system must be able to process these calls separately.

- B. The system will include automatic call routing software to permit use of multiple trunk groups for outgoing calls.
- C. The system must provide the ability to limit “choke” the number of calls to specific DID numbers.
- D. Caller ID should be provided on each call prior to answering the call. Caller ID should be passed with any call that is transferred; including calls processed by the County’s Automated Attendant.
- E. The caller ID for County telephones (the number people see when being called by County staff) should be flexible and programmable by each station.
- F. Each telephone must be able to receive multiple calls. The telephones should permit the user to place a call on hold and place another call in order to procure information related to the initial call.
- G. The telephones should provide the means for call coverage positions and other selected telephones to observe if other staff are currently on the telephone.
- H. The system should permit an extension to be present at more than one location. Staff assigned positions in two buildings can be reached by utilizing a single extension number regardless of their location.
- I. Users should be able to program their extension to appear with all its features temporarily at another telephone. This would be useful, for example, when someone moves from their desk to provide service at the department counter.
- J. The County should be able to program specified telephone numbers to automatically route to an outside telephone number in a no answer or “night” condition. Ideally, the system would include an application that would accept a preprogrammed schedule of dates with specified outside telephone numbers (of “on call” staff) to that would receive the calls.
- K. The system must provide programming to allow each telephone to have its own timer (number of rings) for the number of rings before a call will forward to voice mail or to another extension. Some positions will require more time to get to a call than others.

- L. The system should provide the means to easily take a call back should it have been transferred to a phone that does not answer.
- M. The system should include the ability to integrate a mobile telephone with a user's desk telephone. This would permit staff who are often away from their desk to receive calls from residents, contractors and/or other County staff.
- N. Change the digit required for outside calling from "9" to another digit ("6" or "8"). This will eliminate inadvertent "911" calls.
- O. Five party conference calling initiated by a single extension
- P. Ability to permit someone to place a call on hold (in "orbit" or "call park") and allow it to be retrieved from any other telephone. The timer for parked calls to be recalled must be independent for the "on hold" recall timer.
- Q. Directed Call Pick-up
- R. Group Call Pick-up
- S. External Paging System interface(s) at specified sites. Both the Justice Center (Pekin Campus) and the Highway Department (Tremont Campus) have an external overhead paging system. The telephone system must be connected to these systems and be programmed to access the paging system and utilize the systems' codes from any telephone at either building at their respective buildings.
- T. Separate "Night" modes for each department. There are 29 County Departments. "Night" modes will send calls to either an automated attendant greeting specific to the Department and/or to another telephone at another location. Callers reaching an automated attendant greeting must be able to dial an extension, access a dial by name directory or leave a message in a department voice mailbox.
- U. Can the system provide separate "night" modes for each Department? How many separate "night" modes are available?
- V. Telephone Ringing
 - 1. Must provide the means to distinguish between internal and external calls
 - 2. Must provide the means to differentiate one ringing telephone from another

3. Must provide the means to provide the option for one telephone to ring “longer” than another before forwarding to another destination (i.e. voice mail)
- W. The system must support calling party name display for external and internal site-to-site calls. Caller ID to be displayed for all incoming calls (including new (second or third) call when off-hook on another call). State the number of characters displayed.
1. Outgoing caller ID programming must permit the following on a station-by-station basis: Send DID number or
 2. Send County’s main number or Department number
- X. Send DID number for “911” calls regardless of what is programmed for day-to-day outgoing calls.
- Y. Music-On-Hold: Please describe the proposed system’s ability to accommodate separate message/music on hold sources for each department and the process required to replace the message/music. If this requires additional equipment, provide specifications for it. Please provide the cost of this as an option.

Voicemail and Unified Messaging

The County requires an integrated voicemail system capable of supporting traditional voice messaging functions and unified messaging with Novell GroupWise. The County is currently operating GroupWise 2014 R2. Unified messaging is understood to be the combination of voice messages, email messages, and fax messages accessed through a common interface. At a minimum the new system requirements are:

- A. The voice processing system must provide a minimum of 36 ports at installation, and the expandable capacity of the voice mail system should be at least 60 ports and 256 hours of message storage. The system must support the ability for calls to Queue for available Ports should call demand exceed the capacity of the system.
- B. For the facilities included in the proposal the voicemail system must support 750 mailboxes and provide unified messaging. The cost to provide unified messaging for 419 users must be provided on the pricing page. Messages cannot be stored on the County’s email server.
- C. A voice messaging system to be fully integrated with telephone system(s) at all locations (i.e. message waiting notification by Message Waiting lamp, transfer from the voice mail system to another telephone system extension,

The system will permit callers to enter "0" to access a live operator and/or another extension particular to their location or default to the operator if the caller does not make an entry

- D. Email notification of a voice mail message will provide a link to the voice mail system. The message will not be delivered to the user's email inbox.
- E. The voice mail system should be easy to use. The process of activating an alternate greeting so that callers receive accurate information about staff availability must be easy.
- F. The system should provide automatic programming of Holiday greetings and easy to use programming to change greetings should a special circumstance (closures due to weather) require it.
- G. Email notification of voice mail messages should be available for users who desire this feature.
- H. A Web portal should be provided for access to voice mail messages.
- I. The process to transfer a call directly to a user's voice mailbox without have to ring the telephone should be simple. Describe the steps necessary to complete this function.
- J. The system must be able to provide separate message waiting notification for a "Department" voice mailbox and a "Personal" mailbox on a single telephone instrument. Describe how the proposed system would provide this.

- K. The voice processing system must be capable of supporting multiple "V" trees where callers can access information by selecting from menu items through several levels.
- L. The voice mail system must permit group messages to be delivered to multiple mailboxes.
- M. Automated Attendant must have the capability for "night answer," permitting dial by name, dialing an extension or leaving a message in a department voice mailbox.
- N. A separate DID number ("back-door") for 24-hour access to automated attendant and voice mail without having to speak to a person.
- O. Night mode (activated by a key on a telephone(s) and by an internal system timer) that will direct all incoming calls to the Automated Attendant. Because the hours of operation of each facility are different, it will be required that each building will enable the night greeting according to their individual schedule.
- P. Override Automated Night Mode: Can the system's pre-programmed time of day routing (day-ring specified telephones; night calls routed to Automated Attendant) be "overridden" in the event of an unforeseen early closing? If so, please describe how this could be activated.
- Q. Please state if the system can be included in routine back-up procedures. If it cannot, the system must include a back-up system for data and disaster recovery purposes.
- R. The system must permit voice mailboxes to be programmed individually with specific message storage durations and specific maximum message lengths. Does the system permit this? If so, does the system provide the ability to establish voice mailbox "templates" with pre-established parameters?
- S. How many "greetings" (i.e. busy greeting, no answer greeting, vacation greeting, etc.) are included in voice mail user mailboxes? Can these be recorded, stored and activated by users as the occasion is called for?

System Management

The County expects to continue to perform routine telephone and voice mail system changes utilizing in-house staff. System management software must be included.

- A. System administration and alarm monitoring functions will be accessible via the existing data network, thus permitting access from any County computer

workstation connected to the internal network. This requirement shall include proper security measures to prevent unauthorized access to system administration functions.

- B. The system administration software should be browser-based.
- C. The system must permit the County to easily create and modify Automated “call trees”. Provide documentation that describes this process
- D. Generally, the telephone system should provide a straight forward programming interface so that requests for changes can be made quickly and easily.
- E. The system should support multiple levels of administrative access. This would permit qualified users within a department to make routine programming changes (reset a voice mailbox password, add an appearance of an extension to a telephone).
- F. All telephones must be self-labeling so that programming changes will not require IT staff to re-label the telephone(s) affected.
- G. All telephones should have a display and speakerphone
- H. No more than three (3) models of telephones should be used throughout the County. Spare telephones will be purchased to facilitate repair.
- I. The system must permit the County to easily upload audio files (.wav) directly into the system for use as music/message on hold and for recorded greetings to be used with Automated Attendant call trees and informational mailboxes.
- J. Describe the proposed system’s self-diagnostic and monitoring capabilities.
- K. Describe the proposed system’s capability to identify the source of system performance problems.
- L. Describe the proposed system’s administrative notification capabilities to allow County administration staff be informed of any system problems short of experiencing them first hand.
- M. If additional programs are available to enhance the County’s ability to monitor and diagnose problems with the telephone system please provide a description of their functions and the additional cost.

3.7 Optional

- A. Provide call accounting hardware, software, and any system interface requirements. Itemize costs associated with each site (i.e. storage devices

and modems) in addition to the cost of the centralized processor. The cost of the system must include data base preparation and data entry as well as training on programming, report generation and system administration.

1. State model, manufacturer and call record capacity.
 2. How many systems of this type has your company installed?
 3. The system must provide identification and cost of outward dialed local and long distance calls on a station-by-station basis.
 4. The system must collect information on incoming calls to the County including date, time, destination and caller ID.
 5. The system must be able to generate hierarchical reports by individual station, department, site, total organization as well as various exception (duration, cost, frequency) reports. Reports organized by authorization code must also be available.
 6. Can the system be attached to a Wide Area Network? If so, please provide the additional cost, if any, of doing so. What resources are required of the network for this capability?
 7. Does the system have the capability to detect "toll fraud"? If so, please provide the additional cost, if any, of this function.
- B. Call Bridge (24 port) including Meet Me conferencing with secure login.

SYSTEM CONFIGURATION & COMPONENTS

Telephone System Equipment

Telephone Locations and System Configuration: The table below identifies each County facility and desired basic system configuration for each.

C. Table 1

Category	Item	Equipped/ Licenses	Telephones
Trunks	CO Trunks (Two-Way)	16	n/a
	ISDN PRI (DID)	0	n/a
	SIP Trunks	60	n/a
Stations	Telephone and Voicemail	341	
	Telephone only	125	
	DID/Voice mail - no telephone	78	
	Staff Telephones		433
	Conference room		7
	Cordless Telephones		26
	Spare telephones (staff)		10
	Automated attendants	20	
	Voice Mail Users (Total)	419	
	Paging system connection	2	
	Wall Mount Kits		13

D. Table 2

	POTS/Centrex		Staff	Conference	Cordless	Analog Station	Ports-Paging
	<u>Back-up</u>	<u>SIP Trunks</u>	<u>Telephones</u>	<u>Telephones</u>	<u>Telephones</u>	<u>Ports</u>	<u>(Analog Trunk)</u>
McKenzie Building	8	40	72	1	6	12	0
Court House	0	0	86	0	3	0	0
Justice Center	0	0	66	1	5	0	1
Old Post Office	0	0	49	1	0	0	0
Tazewell Building	0	0	19	1	2	0	0
Arcade	0	0	3	0	0	0	0
EMA	8	20	23	1	3	12	0
Health Department	0	0	76	1	3	0	0
Environmental Health	0	0	15	0	1	0	0
Highway Department	0	0	18	1	2	0	1
<u>Animal Control</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>
Total	16	60	433	7	26	24	2

E. Telephone Equipment Definitions

- Staff Telephone: It is intended for staff who have call answering responsibility for more than one person or for the Department telephone number. The telephone must be able to answer multiple lines and monitor the status (busy lamp) of others in the department. A “softphone attendant” that provides GUI access to telephone functions on the user’s PC may be an acceptable alternative. (See Table for feature requirements)
- Conference Speakerphone: This IP set is intended for conference room applications for 5 or more participants. Set shall be full-duplex hands-free.

F. Telephone Set Requirements

The following chart establishes the minimum requirements for each type of telephone.

All Telephones must be “self-labeling”.

Feature	Set Type	
	Staff	
Line Appearances	Min. 4	
Feature Keys (min.)	12	
Multi Line Display	X	
Single Line Display	-	
Headset Compatible- no handset lifter required	X	
2-way Speaker Phone	X	
Message Waiting Lamp	X	
Wall Mountable	X	13 wall mount kits required
Selectable Ring Tones	X	
Caller ID	X	

X = Required Feature

- G. Long handset and mounting cords are required. Assume approximately 20% of sets will require these.

4.3 E911 Calling Line Identification

Tazewell County will utilize its existing Intrado "Locator ID" software in conjunction with its DID service on the SIP service. The new system must support ANI identification to the appropriate PSAP (Public Safety Access Point) serving the County. The system must support ALI display to the 911center. The system must include all components required to conform to the Illinois statutes regarding "E911".

- H. If the proposed system cannot perform this function please indicate how the County will be able to comply with regulations mandating this.
- I. The system must provide an on-site alert indicating which telephone dialed 911. The alert must include the extension number and associated name of the telephone from which the 911 call was placed. Can the notification be sent to any County telephone? Can the destination of an alert be programmed to correspond to the source of the 911 call rather than establishing a single set of destinations for all 911 calls?
- J. The County requires that the system be capable of displaying a different ANI when users place outgoing calls other than to 911. Identify the options available for ANI display when placing outgoing calls. Is it a system-wide or station-by-station programming option?

**Project # 2107-F-02
Tazewell County
VoIP Telephone System**

List the contract price for each individual element

	PURCHASE	60 Month Lease/Own	
		Annual	Monthly
Telephone System & Equipment			
Optional Equipment:			
Music On Hold			
Call Accounting			
Call Bridge (24 port)			
System Maintenance & Upgrades (Five Year Term)	ANNUAL	MONTHLY	
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

Company name: _____

Signature: _____

Title: _____

Date: _____

(ATTACHMENT D)

NONCOLLUSION AND CERTIFICATION OF ELIGIBILITY
AFFIDAVIT OF PRIME BIDDER

State of Illinois)
County of Tazewell County) SS

_____, Being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
The Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Tazewell of any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) That the Prime Bidder is not barred from contracting with any unit of State or local government as a result of a violation of either 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid Rotating).

Signed _____

(Title)

Subscribed and sworn before me on
This _____ day of _____, 20____.

Notary Public (SEAL)

We the undersigned agree to furnish the listed equipment according to the County's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

Company Name

Tazewell County

Address

City

State

Zip

Phone

Fax

E-mail

Cash Discount % if any

Agents Name (print)

Signature

Date

AGREEMENT FOR COUNTY OF TAZEVELL
(Name of Contractor and Contract #)

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and _____, hereinafter referred to as "Contractor", this ___ day of _____, 20__.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the _____; and

WHEREAS, the bid of _____ was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the _____, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
2. The Contractor shall perform all work required by the contract documents as above described for the _____ as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of

(_____). Prior to payment, contractor shall present to the Tazewell County Auditor fully documented invoices and waivers of lien.

4a. The term of this agreement shall be for _____ months commencing _____. Owner shall have the option to extend this agreement for a period of _____ additional months under the same terms as herein provided.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor, within ten (10) days after execution of this Agreement, shall submit to the Office of the Tazewell County Auditor a list of firm's names, addresses, and phone numbers of all subcontractors which Contractor proposes to employ for the principal parts of the work. Contractor will let no subcontracts nor authorize any proposed subcontractor to start work or assume obligations for equipment or materials until Contractor receives from Owner written approval of such subcontractor. If any proposed subcontractor is not approved by Owner, Contractor shall submit as soon as possible, a substitution, and other proposed subcontractor for Owner's approval. Upon written request by Owner, Contractor will provide experienced histories, financial data and such other qualifying information as may be required by Owner to evaluate fairly and completely the proposed subcontractor's qualifications. If within ten (10) days no such written notification is made to the Tazewell County Auditor, the assumption will be made that there will be no subcontractor on said project.

7. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

8. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

9. If required by Owner, the Contractor shall furnish a performance bond, the bond premium to be charged separately and in addition to the Contract Price. Contractor represents that this Agreement, except as provided in this paragraph, does not include any amount for the costs of such bond.

10. Contractor shall apply for and pay for any and all building permits that may be required.

11. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

12. Owner shall have the right to inspect and test all work in progress. Contractor shall provide sufficient time for such inspection and testing, particularly with respect to work to be concealed.

13. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

14. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

15. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor that evidences the existence and continuation of the above required insurance.

16. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger

Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

17. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

18. Contractor shall further hold harmless Owner, including its officials, agents and employees, from liability or claims for any injuries to or death of Contractor's or any subcontractor's employees, arising from any cause whatsoever, whether or not arising out of the partial or sole negligence of Owner, its officials, agents or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor, and shall indemnify the Owner from any costs, expenses, judgments and attorneys fees paid or incurred with respect to such liability or claims by it or on its behalf of its agents and employees, whether or not by or through insurance provided by Owner.

19. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

20. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

21. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

22. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

23. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

24. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in a writing approved by and signed by a person with lawful authority granted to execute such writing.

25. The parties agree that the foregoing document herein referenced constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted.

COUNTY OF TAZEWELL:

BY: _____

ATTEST:

CONTRACTOR:

BY: _____