



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

ELECTRONIC BIDDING INSTRUCTIONS

INSTRUCTIONS TO BIDDERS:

The City of Springfield Central Purchasing Office and the Office of Budget and Management Vendor Bids Application are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from one of these sources are advised to contact the City of Springfield Central Purchasing staff to provide a contact name, mailing address, phone number and email address to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Springfield is prohibited.

Please note that there is an RFP or IFB Booklet associated with this proposal, which is formulated in a PDF format and uploaded as a separate document in the Vendor Bids Application for ease of bidding. Please use the formatted booklet to submit your bid.

1. By downloading this document with intent to bid, Vendors ***MUST NOTIFY THIS OFFICE*** with your pertinent information. This is mandatory in case of changes/addendums to this contract and we need to notify you.
2. You must print and submit only Section III of this document (unless otherwise stated). Do not alter, modify or rearrange this booklet in any manner.
3. All bidders must be registered with the City of Springfield at <https://www.springfield.il.us/Registration/Options.aspx> in order to submit an electronic bid. Proposals **MUST** be submitted electronically through the Vendor Bids portal save the document, prior to submitting electronically **RFP/IFB Opening Date, Contract Number**, as well as the **Contract Name**.

ELECTRONIC BID OPENING

This RFP/IFB is being conducted electronically. All bidders must be registered with the City of Springfield at <https://www.springfield.il.us/Registration/Options.aspx> in order to submit an electronic bid.

The deadline for submitting a proposal is DAY, MONTH 2020, at XX:XX p.m.

This is an “electronic bid,” meaning that bids must be submitted via the Vendor Bid Application in an electronic format. All necessary documents are available through the City’s website at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>. Proposals received in **hard copy format** will be charged a **\$25 processing fee** to scan and download the documents, due upon receipt of proposal. Payment may be made in the form of a Cashier’s Check or Money Order, made out to the City of Springfield. Any incomplete submittals may be rejected as non-responsive.

For additional instructions regarding electronic bid submittal, contact the City of Springfield Central Purchasing Office at (217) 789-2191 or email: purchasing@springfield.il.us.

NON-ELECTRONIC BIDS

Please submit **X Original with X copy(ies) of your bid/proposal documents**. Bid/proposal to be received no later than XX:XX p.m. on DAY, MONTH DATE, 2020 to:

City of Springfield
Central Purchasing
Attn: Amanda Long
300 S. 7th St., Rm 200
Springfield, IL. 62701

Submit bids by the due date and time listed above. Any incomplete submittals may be rejected as non-responsive.

MANDATORY PRE-BID MEETING

A Mandatory Pre-Bid Meeting will be held on DAY, MONTH DATE, 2020 at XX:XX a.m./p.m. in the ROOM at the BUILDING, ADDRESS, Springfield, Illinois. Bidders must send a representative to attend the Pre-Bid meeting in-person. This is your only opportunity to speak directly with staff from the DEPARTMENT(S) regarding the project. A site visit will immediately follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

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NON-MANDATORY PRE-BID MEETING

A Non-Mandatory Pre-Bid Meeting will be held on DAY, MONTH DATE, 2020 at XX:XX in Meeting Room XX, located at XXXX. Bidders are encouraged to send a representative to attend the pre-bid meeting in-person. This is your only opportunity to speak directly with staff from DEPARTMENT(S) regarding the project. A site visit may immediately follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

BID SECURITY

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be BOTH:

- 1) scanned, in order to be submitted with the uploaded E-Bid response, **and**
- 2) the **original** must be submitted to the Central Purchasing Office, City of Springfield, 300 S. 7th Street, Springfield, IL 62701 **by bid opening date and time.**

BID SECURITY (ELECTRONIC)

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be scanned and submitted with the E-Bid response. **During the bid review process, the City may require a bidder to submit the original bid security to confirm authenticity.**

BID SECURITY (NON - ELECTRONIC)

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be included in the bid submittal.

TERMS AND CONDITIONS

The General Terms and Conditions as included in this bid/proposal specification.

INSURANCE REQUIREMENT

A Certificate of Insurance and policy endorsements are required before the award of the contract. The Certificate of Insurance and policy endorsement must be consistent with the requirements in Section 38 of the City's General Terms and Conditions and Instructions.

OR

consistent with the requirements in Section 38 of the City Code and Instructions to Bidders except as modified as follows:

<<Add in text to show how Section 38 is modified (see example below for additional insured)>>

PERFORMANCE AND PAYMENT BONDS

Prior to execution of the contract, the awarded contractor shall be required to obtain Performance and Payment Bonds as per Section 38 of the City Code.

QUESTIONS DURING THE BID PROCESS

All questions concerning this bid shall be submitted in writing to Purchasing@springfield.il.us. The deadline for questions is **DAY, MONTH DATE, 2020 by 12:00 p.m.** Responses to questions proposed will be answered within seven days, not including weekends or holidays. If required, a written response in the form of an addendum will be issued. No contact with the DEPARTMENT(S) shall be made during the bid/proposal process. Questions asked after the deadline are not guaranteed a response.

ILLINOIS PREVAILING WAGE ACT

This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 *et seq.*). Contractors and subcontractors shall comply with the requirements of the Illinois Prevailing Wage Act including, but not limited to, all wage requirements and notice and recordkeeping duties including paying laborers, workers and mechanics performing work under this contract no less than the currently prevailing rate of wages in the county where the work is performed and filing a certified payroll with the public body in charge of the project.

The Contractor is advised that the Illinois Department of Labor (IDOL) revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the IDOL website for revisions to prevailing wage rates. For information regarding the current prevailing wage rates, please refer to the IDOL website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

If IDOL revises the prevailing rates of wage during the term of the contract, the Contractor/subcontractor is required to pay the then current prevailing rate of wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the term of any contract shall be at the expense of the Contractor and not at the expense of the Owner.

The Contractor shall defend and hold harmless the City, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

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.

BASIS OF AWARD (bid worksheet)

The City of Springfield intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Total Base Bid amount listed on the Bid Worksheet. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic

errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Springfield reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 90 days after the opening of Bids without consent of OWNER

BASIS OF AWARD (offer to contract)

The City of Springfield intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Total Base Bid amount listed in the Offer to Contract. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Springfield reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 90 days after the opening of Bids without consent of OWNER

BASIS OF AWARD

The City of Springfield intends to award the bid to the lowest responsive, responsible bidder, with respect to the total base bid in the "Offer to Contract."

Should the first selected contractor be unable to fulfill the terms of the contract, the City reserves the right to enter into a contract with the 2nd selected Contractor. If the City does not find that any Contractor's solution(s) meet the needs and requirements, the City is not obligated to enter into agreement for services.

The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not able to perform the contract.

BASIS OF AWARD (RFP)

The City of Springfield intends to award the bid to the contractor that scores the highest with regard to the evaluation criteria set forth within the RFP. The scoring is based on how the contractor responds to the specifications within Section II of the RFP.

Should the first selected contractor be unable to fulfill the terms of the contract, the City reserves the right to enter into a contract with the 2nd highest scoring selected Contractor. If the City does not find that any Contractor's solution(s) meet the needs and requirements, the City is not obligated to enter into agreement for services.

The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously

failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not able to perform the contract.

FREEDOM OF INFORMATION ACT

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

For any questions please call (217) 789-2191 or e-mail: Purchasing@Springfield.il.us
Office of the Purchasing Agent