



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 Thursday, April 04, 2024 at 2:00 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

If submitting a non-electronic bid, please submit 1 Original(s) with 0 copy(ies) of your bid/proposal documents.

Bid/proposal to be received **no later than** *Choose an item.* **on** to:

City of Springfield
Central Purchasing
Attn: Purchasing Agent
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.

A \$25.00 processing fee will apply for all bids received non-electronically. Payment can be made in the form of a Money Order or Cashier's Check, made out to the City of Springfield.

MANDATORY PRE-BID MEETING ***This section does not apply to UE25-03-07***

A Mandatory Pre-Bid Meeting will be held on at *Choose an item.* in Meeting Room , located at , 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.

A site visit may follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

NON-MANDATORY PRE-BID MEETING ***This section does not apply to ***

A Non-Mandatory Pre-Bid Meeting will be held on at *Choose an item.* in Meeting Room , located at , Springfield, Illinois. 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 ***This section does not apply to UE25-03-07***

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 either:

- 1) scanned, in order to be submitted with the uploaded E-Bid response, **or**
- 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.**

If scanned with an E-Bid response, the City has the right to request the original bid security at any time and must be produced within 14 business days.

BID SECURITY (ELECTRONIC) ***This section does not apply to UE25-03-07***

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) ***This section does not apply to UE25-03-07***

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.

300 SOUTH SEVENTH · ROOM 200 · SPRINGFIELD, ILLINOIS 62701-1681 · (217) 789-2191 · FAX (217) 789-2207

INSURANCE REQUIREMENT***This section does not apply to UE25-03-07***

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:

PERFORMANCE AND PAYMENT BONDS ***This section does not apply to UE25-03-07***

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 directly in the City of Springfield Vendor Bids Portal at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx#Opportunities>. From the link, choose the bid you wish to submit a question for by clicking on the green button labeled, "submit question." If assistance is needed in accessing the portal, please contact the Purchasing Office at (217) 789-2191.

The deadline for questions is **Monday, March 25, 2024 at 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, bidders must review, sign and acknowledge the addendum and provide it with their proposal(s). 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 DOL 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.

Office of the Purchasing Agent
300 S. 7th Street, Room 200
Springfield, IL 62701
Phone: (217)789-2191
Email: purchasing@springfield.il.us



CITY OF SPRINGFIELD ILLINOIS
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM #200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

MISTY BUSCHER, MAYOR

COMMODITIES
BID BOOKLET AND CONTRACT

Section I	Notice, Instruction to Bidders and General Conditions
Section II	Specifications and (Drawings if Applicable)
Section III	Proposal Form and Bid Sheet
Section IV	Sample Contract

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681, date and time stamped no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the below date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent.

Date: **March 12, 2024**

Contract Index No. #: **UE25-03-07**

Contract Name: **HPE Fiber Channel Switch Replacement**

Pre-Bid Meeting: **N/A**

Bid Security: **N/A**

Bid Opening Date: **Thursday, April 4, 2024**

SECTION I

NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

SECTION I

NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

In order to be eligible for consideration all bids must be made in accordance with the following instructions.

1. Bid Preparation

- (a) Signature — whenever any of the Contract Documents, addenda, or certifications thereto require signature of the bidder or Contractor such signature shall be in substantially the following form.

In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).

In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.

In all cases the name of the individual signing shall be typed or printed below the signature.

- (b) Every price quote or proposal may be made in ink or typewritten upon the Proposal Form and Bid Sheet provided in Section III of this booklet and must give the price of each and every item of the work bid, in figures.
- (c) Do not alter, modify or rearrange the bid booklet in any manner.
- (d) Do not create your own Proposal Form and Bid Sheet. Indicate your price quote on the enclosed forms.
- (e) Any exceptions to the Specifications must be provided in accordance with the instructions given in the Specifications.
- (f) Any additional information or descriptive literature must be submitted separately.
- (g) **Unless otherwise stated in Section II of this document, only return Section III of this Bid Booklet. If you have any additional questions, please call the Office of the Purchasing Agent, (217) 789-2191 or submit your questions directly in the City of Springfield Vendor Bids Portal here:**
<https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx#Opportunities>

- (h) **Failure to submit the bid booklet as set forth above, completed according to these instructions, and may result in rejection of the bid.**

2. Submission of Bids

- (a) If submitting a bid non-electronically, bids shall be sealed in an opaque envelope, marked and addressed as follows:

**City of Springfield
Office of Budget & Management
Room 210 Municipal Center West
300 South Seventh Street
Springfield, IL 62701-1681**

Contract Index No.: UE25-03-07

Contract Name: HPE Fiber Channel Switch Replacement

and will be received in the Office of Budget & Management until:

2:00 P.M. Central Time USA Thursday April 4, 2024

A \$25.00 processing fee will apply for all bids received non-electronically. Payment can be made in the form of a Money Order or Cashier's Check, made out to the City of Springfield.

- (b) Bids received after the time and date designated above shall not be considered.

3. Contract Documents

- (a) "Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings (if applicable), Proposal Form and Bid Sheet, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.
- (b) The purpose of these Documents is to require the furnishing of highest quality equipment material and workmanship in accordance with the specifications and best practice. If any bidder believes from its experience that the specifications are not consistent with this intent, he shall so state in writing and shall submit an alternate proposal on the part or parts of the specifications which it believes to be contrary to the best practice.
- (c) Whenever in these Documents the term "Purchaser," "City," or "Owner" is employed, it is understood to refer to the City of Springfield, Illinois. Whenever the term "Contractor" is employed, it is understood to refer to the person or contractor that may

have entered into contract with the City to furnish the equipment, material, and/or labor specified herein.

- (d) Bidders are instructed to familiarize themselves with the Contract Documents and the work contemplated in order that their true spirit and intent may be fulfilled. If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other Contract Documents, it may submit a written request for an interpretation thereof to the City Purchasing Agent. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be posted on the City of Springfield Procurement Bulletin. Accordingly the Addendum Acknowledgement Form must be signed and inserted into your proposal. Failure to do so may result in the rejection of your bid. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

4. Bid Security

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

☒ Bid Security will not be required for this contract.

☐ Bid Security will be required for this contract and shall be submitted in accordance with the following instructions.

- (a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount of **n/a** as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.
- (b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.
- (c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.
- (d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.
- (e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

5. Withdrawal of Bid

No bidder may withdraw its bid for a period of sixty (60) days from the date of opening bids.

6. Specifications

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

7. Substitutions

Certain materials and equipment may be specified by manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the City, they are equal to those specified in quality, performance, design, and suitability for intended use. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his bid on all such items.

8. Waiver

- (a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the bid requirements or defect in a bid which does not materially affect the competitive nature of the bid, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.
- (b) The City Purchasing Agent may request clarification of a bid or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the bid. Such communication shall not change the bid, the competitive nature of all bids or violate any ordinance, statute or law.

9. Royalties and Fees

The successful bidder shall pay all royalties and license fees. The successful bidder shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

10. Time of Performance

Time of performance under this contract shall be as provided in the Specifications contained in Section II of this booklet.

11. Delivery and Payment Terms

- (a) In order to permit comparison of bids, all prices must be quoted F.O.B. City of Springfield, Illinois, at the point of delivery set forth in the Specifications contained in Section II or as otherwise provided by the Specifications.
- (b) Payment shall be made by the Purchaser according to the following plan: Within thirty (30) days after delivery and acceptance by the City, unless otherwise provided by the Specifications contained in Section II.

12. Indemnification

- (a) The Contractor shall defend, indemnify, keep and save harmless the City of Springfield, its agents, employers and representatives against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under this contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

13. Insurance

- (a) The Contractor, and any Subcontractors, shall purchase and maintain such insurance as will protect themselves and the City against any and all claims and demands arising from the operation of the work or the execution of this contract. The City, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications to be purchased by the Contractor or Subcontractor. (In lieu of naming the City as an additional insured, the Contractor and Subcontractors may provide an Owners and Contractors Protective Public Liability and Property Damage Policy, including automobile coverage, written in the name of the City, if in the opinion of the Purchasing Agent the policy contains the same coverage and liability limits set forth in the Specifications.)
- (b) On all contracts for the construction of public works, the Contractor and its Subcontractors shall maintain sufficient insurance to cover claims for bodily injury and death to its employees brought under the Illinois Worker's Compensation and Occupational Disease Act or other similar employee disability or benefit laws.
- (c) Minimum requirements for insurance are set forth in the Specifications contained in Section II of this booklet (when applicable).
- (d) Certificates of insurance shall be placed on file with the City Purchasing Agent prior to beginning performance.

14. Federal, State, and Local Laws:

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full.

15. Change Orders

Pursuant to Section 33E-9 of the Illinois Criminal Code, any person employed by any unit of State or local government who is authorized by such unit of State or local government to approve a change to any public contract who knowingly grants such approval without first obtaining a determination in writing by the unit of State or local government on whose behalf the contract was signed or by a designee authorized by such unit of State or local government to make such determination, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, were not within the contemplation of the contract as signed or are in the best interest of the unit of State or local government and authorized by law commits a Class 4 felony. Such written determination shall be preserved in such contract's permanent file which shall be open to the public for inspection. This Section shall only apply to change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by \$10,000 or more or the time of completion by 30 days or more.

16. Preferences to Veterans

In accordance with the provisions of 330 ILCS 55/1 *et seq.*, in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

17. Employment of Illinois Workers on Public Works Projects

- (a) In accordance with the provisions of 30 ILCS 570/1 *et seq.*, whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular

type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.

- (b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

18. Performance and Payment Bond

- (a) The City Purchasing Agent may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.
- (b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.
- (c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the bid award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the bid and any bid security may be retained by the City as payment for damages

19. Specifications Shall Control

In case of any conflict between these Instructions and the Specifications contained in Section II, the Specifications contained therein shall control.

20. Asbestos

Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

21. Sales Tax Exemption

- (a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.

- (b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

22. Certification, Commitments and Preferences

- (a) Certification of Non-Conviction - Pursuant to Section 33E-11 of the Illinois Criminal Code every bid submitted to the City must contain a certification that the bidder is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code. Any Contractor who makes a false statement material to this Certification, commits a Class 3 felony.
- (b) Certification of Non-Delinquency - Pursuant to Section 11-42.1-1 of the Illinois Municipal Code, the City of Springfield may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Before executing a contract, the City must obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In addition, making a false statement voids the contract and allows the City to recover all amounts paid to the individual or entity under the contract in a civil action.

For purposes of this section of the Municipal Code, a person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the sworn statement shall state those facts.

- (c) Preference for Domestic Products - In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of bids are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of \$500.00 or more shall be manufactured in the United States.

- (1) Definitions - As used in this section the following definitions shall apply unless the context otherwise

"Product" means any article, material or supply, whether manufactured or non-manufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below "United States" means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful bid is within two percent (2%) of the next lowest responsible bid. However, the bids shall not be substantially equal where the two percent difference is equal to or greater than Ten Thousand Dollars (\$10,000.00).

(2) Determination of Origin

In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

"Component" means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

(3) Waiver by the City

The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

- (d) Local preference in contract award — In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors bid is higher than the nonlocal vendor by no more than five (5) percent in the case of a city local vendor or by no more than three (3) percent in the case of a county local vendor.

Definitions - As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder has established and maintained a physical presence in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.

23. Multi-year Contracts

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

24. Severability

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

25. Choice of Law and Forum

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

26. Execution of Contract

- (a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section IV of this booklet with signature acknowledged and signed in the same manner as prescribed in paragraph 1(a) of these Instructions.
- (b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

27. Rejection of Bids

Any and all bids received in response to an advertisement may be rejected by the Mayor

SECTION II

SPECIFICATIONS

(& Drawings if Applicable)

SECTION II

SPECIFICATIONS (AND DRAWINGS IF APPLICABLE)

SPECIFICATIONS FOR **HPE FIBRE CHANNEL SWITCH REPLACEMENT**

INTENT

Description of Specifications - The City of Springfield, Office of Public Utilities, Information Systems Division is seeking bids for the purchase of Four HPE SN6700B Fibre Channel Switches, 64GB and 32GB SFP Transceivers per the specifications below, including licenses and SANnav and maintenance support for 5 years. Also included are Installation and migration services onsite to migrate current links to New switches and connections for Fabrics 1 and 2 across Existing Dark Fiber Links.

Bidder must be Authorized HPE Reseller with New HPE supplied Parts, warrantied with HP Support and provide a copy of current Certificate of Good Standing with Illinois Secretary of State's office. Bidder must be Authorized HPE Reseller with New HPE supplied Parts, warrantied with the specified hardware and software.

GENERAL SPECIFICATIONS

Delivery is to be made only after receipt of a purchase order signed by the City Purchasing Agent and only as the order is released by the City representative. The bidders are to provide the City with the specifications of the proposed software, and any other documents the bidders intend to apply to the transaction.

All materials shall be delivered DDP, Incoterms® 2020 to the Office of Public Utilities, Information Systems Division, Municipal Center West, 300 S. 7th Street Room B7, Springfield, IL 62701.

ANY AND ALL DOCUMENTS THE BIDDERS INTEND TO APPLY TO THE TRANSACTION CONTEMPLATED HEREIN, SUCH AS LICENSES, AGREEMENTS, ATTACHMENTS, ETC., MUST BE INCLUDED WITH BIDDER'S BID PROPOSAL. ANY DOCUMENTS SUBMITTED THEREAFTER SHALL NOT BE CONSIDERED.

DETAILED SPECIFICATIONS

Qty	HPE Product	
4	R6B05A	HPE SN6700B 64Gb 56/24 24-port 32Gb Short Wave SFP28 Integrated Fibre Channel Switch
12	R6B09A	HPE SN6700B 8-port POD Upgrade License with 32Gb SFP28 Short Wave Transceiver Kit
4	R8U65A	HPE SN6700B 64Gb 16-port Short Wave 8SFP56-DD Fibre Channel Upgrade License with Transceiver Kit
6	R9S29A	HPE B-series 64Gb SFP56 Long Wave 10km 1-pack Secure Transceiver
1	R4P29AAE	HPE SANnav Management Portal Base 5yr E-LTU
4	HU4A6A5#Z78	HPE SN6700B 64Gb 56/24 Swch Support - HPE 5Y Tech Care Essential SVC

SECTION III

PROPOSAL FORM AND BID SHEET



**CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681**

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **March 12, 2024**
Fax: 217-789-2207

Contract Index No: **UE25-03-07**
Contract Name: **HPE Fiber Channel Switch Replacement**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, April 4, 2024

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: _____

Contact Name: _____

Vendor Address: _____

Vendor E-Mail: _____

Phone: _____ **Fax:** _____

SECTION III

PROPOSAL FORM AND BID SHEET

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.
2. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for _____ years and respectfully invites your attention to the following products and/or services:

3. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section IV of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

Name: _____

Phone: _____

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Signature of Bidder

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

Signature of Bidder

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Signature of Bidder

7. In order to receive the Preference for Domestic Products, the bidder must certify by placing his/her signature in the space provided below that the products being offered conform to the definition of "Domestic Product" described in paragraph 22(c) of the Instructions to the Bidders.

Signature of Bidder

8. In order to receive the preference for local bidders described in paragraph 22(d) of the Instructions to Bidders, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at a location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

Signature of Bidder

9. (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

Signature of Bidder

9. (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships, you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that it has so registered, and that proof of registration is attached hereto

Signature of Bidder

10. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

Signature of Bidder

PRICE PAGE
HPE FIBRE CHANNEL SWITCH REPLACEMENT

Qty	HPE Product		Ext. Price
4	R6B05A	HPE SN6700B 64Gb 56/24 24p SFP28 FC Swch	\$
12	R6B09A	HPE SN6700B 8p POD Upg Lic 32G SFP28 Kit	\$
4	R8U65A	HPE SN6700B 64Gb 16p SW 8DD FC Lic Kit	\$
6	R9S29A	HPE B-ser 64G SFP56 LW 10km 1pk Sec XCVR	\$
1	R4P29AAE	HPE SANnav Mgmt Portal Base 5yr E-LTU	\$
4	HU4A6A5#Z78	HPE SN6700B 64Gb 56/24 Swch Support - HPE 5Y Tech Care Essential SVC	\$

A. HPE Product Total Cost

\$

1	Installation Services Installation and configuration of two SAN Switches in each of the 2 locations Upgrade new Switches as necessary License all PODS Configuration of long distance link between pairs of switches. - utilizing pre-existing Fabric 1 and 2 with dark fiber Migration of Current switch connections.. Knowledge Transfer Estimated Business Hours Cost Estimated Non-Business Hours Cost	\$ \$
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B. Services Total Cost

\$

Project Total Cost (A + B)

\$

CLARIFICATIONS

SECTION IV

SAMPLE CONTRACT EXECUTION PAGES

TO BE COMPLETED ONLY UPON AWARD OF CONTRACT

SECTION IV CONTRACT EXECUTION PAGES
--

AGREEMENT made this _____ by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and _____ hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following: _____ in accordance with the proposal of the contractor and the "Instructions to Bidders and General Conditions, Specifications and Drawings," and other provisions set forth in the Contract Documents heretofore prepared therefore, which are hereby referenced and made a part of this contract.
2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Proposal Form and Bid Sheet" signed by the Contractor and dated _____ subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.
3. This agreement shall embrace and include all of the Contract Documents which are as follows:

Section I - Notice, Instructions to Bidders and General Conditions
Contract Index No. **UE25-03-07**
Dated: **March 12, 2024**

Section II- Specifications and Drawings
Contract Index No. **UE25-03-07**
Dated: **March 12, 2024**

Section III - Proposal Form and Bid Sheet - (Signed by Contractor)
Contract Index No. **UE25-03-07**
Dated:

Section IV- This Agreement
Contract Index No. **UE25-03-07**
Dated:

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.
5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

THIS AGREEMENT executed, in triplicate, the day and year first written above.

ATTEST: _____
City Clerk

PURCHASER: CITY OF SPRINGFIELD, ILLINOIS

BY: _____
MAYOR or Director of OBM
Approved for legal sufficiency: _____

ATTEST: _____
Secretary

CONTRACTOR: _____
(Name of Business)

BY: _____
(Name and Title)

(Acknowledgment by Corporate Contractors)

STATE OF _____)
) SS
COUNTY OF _____)

I _____, a notary public in and for said County in the State aforesaid, do hereby certify that _____ (name and title) and, Secretary of a corporation, personally known to me to be the same persons and such officers, respectively, or said company, whose names are subscribed to the foregoing contract, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

(Acknowledgment by Individual Contractor or Partnership)

STATE OF)
) SS
COUNTY OF)

I, _____ a Notary Public in and for said County in the State
aforesaid, do here certify that (name and title) and _____,
Secretary of personally known to me to be the same persons and such officers, respectively, of said
company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before
me this day in person and severally acknowledged that they signed, sealed, and delivered the said
instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, _____, a Notary Public in and for Sangamon County in the State
of Illinois, do hereby certify that **MISTY BUSCHER, MAYOR, and FRANK J. LESKO, CITY
CLERK**, of the City of Springfield, Illinois, personally known to me to be the same persons and
such officers, respectively, whose names are subscribed to the foregoing contract appeared before me
this day in person and severally acknowledged that they signed, sealed, and delivered the said
instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant
to due authority conferred by the Council of said City.

Given under my hand and notarial seal this _____ day of _____, 20____.

Notary Public