

# VILLAGE OF HOFFMAN ESTATES

## BID DOCUMENTS

CISCO SWITCHES, LICENSING, CABLES and ACCESSORIES

BID OPENING DATE: AUGUST 3, 2020

BID OPENING TIME: 10:00 am Local Time

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## *Bidder Introduction Letter*

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To Prospective Bidder:

On behalf of the citizens of the Village of Hoffman Estates, I want to express my appreciation for your interest in becoming a part of our bid process.

I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that the instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

All of the equipment described in the bid notice and specified herewith must meet the performance required for heavy duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to insure the non-exclusion of any manufacturer's product from the bidding effort. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Final bid acceptance will be based upon that equipment which is deemed most favorable to the interests of the Village after all bids have been examined and canvassed. Remember, minimum specifications requirements must be met or exceeded.

We encourage you to participate in our bid process and will be happy to answer any questions you may have regarding the accompanying documents. Thank you for your effort and time, be competitive, and good luck.

Questions with regards to specifications should be directed to Fred Besenhoffer, Director of Information Systems at (847) 843-4880

Sincerely,  
Fred Besenhoffer  
Director of Information Systems

## *Instructions to Bidders*

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### **VILLAGE OF HOFFMAN ESTATES**

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is assumption that vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

#### 1. FORMS

Bid forms are furnished. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, prior to the bid opening date and time.

The following forms must be returned with the bid, in the order below and clearly identified:

- *Bid Certification Form*
- *Bid Form*
- *Reference Form*
- *Substance Abuse Prevention Form*

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency, or by marking the envelope "**SEALED BID**" and with the following information: Company's name, address, item bid, date and time of opening.

#### 2. ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The specifications describe the supplies and/or service which the Village feels are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates, or changes.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. **Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.**

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

3. RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or non- opening of a bid not properly addressed and identified, except as otherwise provided by law.

- LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, **will not be accepted.** These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

4. BIDS BY FAX, Email or Digital Media

Bids must be submitted on the original forms provided by the Village completely intact as issued. Bids submitted via fax, email or digital media (CD, thumb drive etc.) **will not be accepted,** nor will the Village fax or email bid documents to prospective bidders.

5. ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.

6. WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

7. CONSIDERATION OF BID

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

8. PRICES

Unit prices shall be shown for each unit on which there is a bid, and shall include all equipment fuel charges, packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Use Tax, and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

9. AWARD OR REJECTION

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder 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 Village of the compensation to the bidder.

**ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE VILLAGE TO BE INCLUDED.**

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

10. PAYMENT

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village agent, and bidder's compliance with all stipulations relating to the bid/contract.

11. REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; b) carry insurance acceptable to the Village, covering public liability, property damage and workmen's compensation.

12. COMPLIANCE WITH ALL LAWS

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

13. CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

14. NOTICES

All notices required by the contract shall be given in writing.

15. NONASSIGNABILITY

The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager or his authorized agent. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

16. INDEMNITY

The Contractor shall indemnify and save harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

17. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

18. REQUIRED INSURANCE

In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverages:

<u>Type of Insurance</u>	<u>Liability Limits</u>	
	<u>Occurrence</u>	<u>Aggregate</u>
Each		
<b>GENERAL LIABILITY</b>		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	1,000,000	3,000,000
Contractual Insurance- Broad Form	1,000,000	3,000,000
<b>AUTOMOBILE LIABILITY</b>		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	1,000,000	1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION &  
 OCCUPATIONAL DISEASES: Statutory for Illinois  
 Employers Liability Coverage: \$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor will be required to furnish a certificate of proof of insurance coverages.

The bidder further agrees to indemnify the Village and save it harmless against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors or his employees in connection with the contract. Contractors and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

19. **BID PERFORMANCE DEPOSIT – NOT REQUIRED**

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required it must accompany the bid. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these



specifications.

20. ACCEPTANCE

After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

21. DEFAULT

The Village may terminate a contract by written notice of default to the contractor if:

- a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. fails to make progress so as to endanger performance of the contract, or
- c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

22. SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirement shall take precedence.

23. PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

24. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal),

repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

25. PREVAILING WAGE ACT

State law requires anyone performing work for the Village to comply with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.* The Prevailing Wage Act requires the “general prevailing hour rate . . . in the locality in which the work is performed” to be paid to those “employed by or on behalf of any and all public bodies engaged in public works.” This letter provides notice of recent changes to the Prevailing Wage Act and future Village requirements for the processing of invoices. The Prevailing Wage Act applies to the wages of laborers, mechanics, and other workers employed by any public body under contract for public works.

The Prevailing Wage Act required certified payroll and compliance affidavits for applicable work performed for the Village to be supplied with all invoices submitted to the Village to ensure payment.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering service under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

26. BIDDER'S QUALIFICATIONS

All bidders must submit the following information on or before the time at which the Proposal is required to be submitted:

1. The location and description of the Bidder's permanent place of business.
2. Evidence of ability to provide an efficient and adequate plant for executing the work.
3. List of similar projects carried out by the Bidder.
4. List of projects the Bidder presently has under contract.
5. Any additional evidence tending to show that the bidder is adequately prepared to fulfill the contract.

**In submitting a bid, the person signing the Bid Form is certifying that he is duly authorized to act on behalf of the bidder.**

27. BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification form (copy included in document) certifying that bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding Bid Rigging/Rotating.

Illinois State Law Article 33E-3 and 33E-4 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. IT IS NECESSARY THAT THIS BE DONE UNDER OATH; THEREFORE, THE FORM INCLUDED WITH BID SUBMITTAL SHEETS MUST BE NOTARIZED.

28. **DEVIATIONS**

**Unless denoted "No Substitution", the Villages minimum required specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified! Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.**

*Bid Certification Form*

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**Return with Bid**

**Note: THIS FORM MUST BE NOTARIZED**

**VILLAGE OF HOFFMAN ESTATES  
BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH THE ILLINOIS CRIMINAL CODE.

I, We hereby certify that \_\_\_\_\_  
(Name of Bidder)

By bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E,  
Public Contracts of the Illinois Criminal Code.

Signed: \_\_\_\_\_

Attest: \_\_\_\_\_  
Notary Public

Title: \_\_\_\_\_

Commission expiry: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Specifications

- All equipment will be new, sealed and in the original packaging. No previously used or refurbished equipment will be accepted.
- All equipment will include manuals and original manufacturer's documentation.
- Ownership of all equipment must be transferred to the Village of Hoffman Estates
- All of all equipment will be delivered within 30 days of the winner being notified
- The bidder will include delivery schedule and method of shipping.
- Failure to comply with any of these requirements is sufficient cause for rejection of proposed bid.
- The Village reserves the right to accept only those materials which are in full compliance with these specifications and deemed most advantageous to its interests.

*Bid Form*

**Return with Bid**

**VILLAGE OF HOFFMAN ESTATES**

**Purchase of**

**NO SUBSTITUTIONS**

<b>Individual Unit Cost</b>	<b>Item</b>	<b>Quantity</b>	<b>Total</b>
	C9300L-48P-4X-A	<b>1</b>	
	PWR-C1-715WAC-P/2	<b>1</b>	
	CON-SNT-CA00LXL8	<b>1</b>	
	CIS-C9300L-DNA-A-48-3Y	<b>1</b>	
	C9300L-24P-4X-A	<b>1</b>	
	PWR-C1-715WAC-P	<b>1</b>	
	CON-SNTP-C93024PX	<b>1</b>	
	CIS-C9300L-DNA-A-24-3Y	<b>1</b>	
	C9200L-24P-4X-E	<b>2</b>	
	CON-SNTP-C920024X	<b>2</b>	
	CIS-C9200L-DNA-E-24-3Y	<b>2</b>	
	C9200L-48P-4X-E	<b>3</b>	
	C9200L-STACK-KIT	<b>3</b>	
	CON-SNTP-C9200L4X	<b>3</b>	
	CIS-C9200L-DNA-E-48-3Y	<b>3</b>	
	Equipment Cost:		
	Shipping and Insurance:		
	<b>Method of Shipping:</b>		
	Total:		

**TOTAL:** \$ \_\_\_\_\_

Company: \_\_\_\_\_

Bidder's Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Signature: \_\_\_\_\_

*Reference Form*

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**Return with Bid**

**BIDDER FIRM NAME:** \_\_\_\_\_

**BIDDER NOTE:** Bidder shall provide as many customer references as possible for work/equipment **IDENTICAL** to that which bidder has proposed within this call for bids.

**MANDATORY INFORMATION**

BUSINESS: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
APPROXIMATE DATE: \_\_\_\_\_

BUSINESS: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
APPROXIMATE DATE: \_\_\_\_\_

BUSINESS: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
APPROXIMATE DATE: \_\_\_\_\_



*Substance Abuse Prevention Form*

**Return with Bid**

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE**

The undersigned, upon being first duly sworn, hereby certifies to the (Client) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ that

(Contractor) has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: \_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public

\_\_\_\_\_

SEAL