

# Winnebago County, Illinois - Purchasing Department

404 Elm Street Room 202 Rockford, Illinois 61101

Phone: (815) 319-4380

General Email: <a href="mailto:Purchasing@WinColL.us">Purchasing@WinColL.us</a> <a href="http://www.WinColL.us/">http://www.WinColL.us/</a>

INVITATION FOR BID	18B-2149	BID ISSUE DATE	4/30/18
BID DESCRIPTION	HP HYPER-V RACK MOUNT SERVER		
BID OPENING DATE 5/15/2018 BID OPENING TIME		11:00 AM	
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED	NONE

#### TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the County of Winnebago Highway Department HP Hyper-V Rack Mount Server to be furnished and delivered, shipped F.O.B., to the address specified herein. The original bid, and the required number of copies, must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

All bids are subject to staff analysis. Winnebago County reserves the right to accept or reject any and all bids received and waive any and all technicalities. Bids must be delivered to:

### WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202, ROCKFORD, IL 61101

BID RESPONSES MUST BE <u>RECEIVED AND TIME STAMPED</u> NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

Any communication regarding this invitation between the date of issue and date of award is required to go through the Director of Purchasing. FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL <u>NOT</u> BE ACCEPTED.

Sincerely,

Ann Johns
Director of Purchasing

NAME OF BIDDER	
CONTACT PERSON	
TELEPHONE	
EMAIL	

### **CALL FOR BIDS**

PROJECT NAME	HP HYPER-V RACK MOUNT SERVER
USER DEPARTMENT	HIGHWAY DEPARTMENT

EVENT	LOCATION	DATE	TIME (CST)
LEGAL ADVERTISEMENT	ROCKFORD REGISTER STAR WEBSITE: <u>HTTP://WINCOIL.US/</u>	5/1/18	
DEADLINE FOR INQUIRIES, EXCEPTIONS AND QUESTIONS	MUST BE SUBMITTED IN WRITING TO: AJOHNS@WINCOIL.US	5/4/2018	NOON
RESPONSE TO QUESTIONS OR INQUIRIES AND ISSUE OF ANY ADDENDUM	VIA E-MAIL	NO LESS THAN 7 CALENDAR DAYS BEFORE OPENING	
BID DUE AND PUBLIC OPENING	PURCHASING DEPARTMENT ROOM 202	5/15/18	11:00 A.M.

### ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

### "HP HYPER-V RACK MOUNT SERVER"

Information is available from the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101 Telephone: (815) 319-4380, Email: AJohns@WinColl.us

The documents constituting component parts of the Bid Form are the following:

- I CALL FOR BIDS
- REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS
- III GENERAL CONDITIONS
- IV SPECIAL CONDITIONS
- V BID SPECIFICATIONS
- VI BID FORM
- VII RETURN BID LABEL

### REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

#### SUBMISSION OF BIDS

The Bidder, by its officers, agents or representatives (hereafter referred to as the Bidder), shall be responsible for delivery of bids to the Purchasing Department before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope. You must allow sufficient time for processing through the County's internal mailroom system.

#### PREPARATION OF BID

The Bidder must submit a bid on the forms furnished by the Winnebago County Purchasing Department. All blank spaces on the bid form must be filled in. Use "N/A" or "None" where applicable.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared based on number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Bids shall be sealed in an envelope and marked as required in the instructions. The bid is contained in these documents and must remain attached hereto when submitted.

#### **ENTIRE AGREEMENT**

These Standard Terms and Conditions of the Bid shall apply to any contract or order awarded as a result of this Request except where special requirements are stated elsewhere in the Request; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

### **DEVIATIONS, EXCEPTIONS OR ALTERNATES**

Deviations, exceptions or alternates from terms, conditions, or specifications shall be described fully, on Bidder's letterhead, signed, and attached to the Request for Bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the Bidder

shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid. If deviations, exceptions or alternates are submitted, it is the Winnebago County Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

### **ELECTRONIC TRANSMITTALS**

Facsimile and/or e-mail transmitted bids will not be accepted by Winnebago County. In addition, Winnebago County will not transmit facsimile specifications to the Bidder.

**END OF REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS** 

#### **GENERAL CONDITIONS**

### ADDENDUM AND SUPPLEMENT TO THE BID

If it becomes necessary or advisable to revise any part of this Bid or if additional data is necessary to enable the exact interpretation of provisions of this Bid, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

In the event that any addenda to this Bid are issued, a public posting a minimum of 7 days will be adhered to, and could result in a revised date for the opening of this bid.

Addendum information is available at the County's website <a href="http://WinColL.us/">http://WinColL.us/</a> We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

#### **CANCELLATION**

The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions and specifications of this contract.

### **CATALOGS**

Bidders shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work they propose to furnish.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.

Additionally, for all new contractors and vendors to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the vendor be created in our accounting system.

#### **CHANGES**

Winnebago County reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County and the successful Bidder.

The Purchasing Department shall issue to the successful Bidder a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

### **COMPLIANCE WITH LAWS**

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful bidder must be authorized to do

business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

Bidder/Contractor must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Bidder/Contractor must require any and all subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this bid and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this contract; additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the vendor, it reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary.

#### **COST OF BID**

Expenses incurred in the preparation of bids in response to this bid is the bidder's sole responsibility.

#### **DELIVERIES**

All equipment, materials and/or supplies shipped to Winnebago County must be shipped F.O.B. designated location. Prices offered must be all-inclusive with no additional charges or costs allowed.

### **DISPUTES**

In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Director of Purchasing, or authorized representative shall be final and binding to all parties.

### FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a bid will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a bid is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

#### **INDEMNITY**

The Bidder shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Bidder and its employees, or because of any act or omission, neglect or misconduct of the Bidder, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Bidder's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Bidder shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Bidder's defense of any such claims, actions, or suits. The Bidder shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

### **NON-BARRED BIDDING**

The Bidder certifies, by submission of this bid, that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating.

#### NON-COLLUSION

The Bidder, by its officers, agents or representatives present at the time of filing this bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other bidders, or with any public officer of the County of Winnebago, Illinois, whereby, the Bidder has not paid or is to pay to such Bidder or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders. Whereby, no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this bid.

### **NON-DISCRIMINATION**

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

### **PROMPT PAYMENT ACT**

The bid should provide that all payments are subject to the Local Governmental Prompt Payment Act.

### **PROTEST**

Firms wishing to protest bids or awards shall notify the Director of Purchasing in writing within 5 calendar days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting and the reason why the firm is protesting the bid. The Director of Purchasing will respond to the protest within 5 calendar days.

### **RESERVATION OF RIGHTS**

The County of Winnebago reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Winnebago's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Winnebago. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the Bid will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised Bid.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

#### TAXES NOT APPLICABLE

The County of Winnebago as a Governmental Unit pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded from bid. Our Tax Exempt Number is: E9992-3963-07.

### **TERMINATION, CANCELLATION AND DAMAGES**

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the Winnebago County fails to appropriate funds to enable continued payment of multi-year contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

Winnebago County may terminate any contract or agreement resulting from this Bid or RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Contractor. If the contract is terminated by the County as provided herein, the contractor will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

#### **WARRANTY**

As applicable, complete warranty information, detailing period and coverage must be submitted.

### WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids by signing a request therefore. However, no bidder shall withdraw or cancel his bid for a period of sixty (60) days after said advertised closing time for the receipt of bids; the successful bidder shall not withdraw or cancel their bid after having been notified by the Director of Purchasing that said bid has been accepted by the County Board.

The Bidder, by signing the bid form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Bidders".

### **END OF GENERAL CONDITIONS**

### **SPECIAL CONDITIONS**

### **QUESTIONS & INQUIRES**

Any questions and/or inquires may be directed, no later than the date provided for on page 2 to Ann Johns, Director of Purchasing, 404 Elm Street, Room 202, Rockford, Illinois 61101, by Telephone: (815) 319-4380 or Email: <a href="mailto:AJohns@WinColl.us">AJohns@WinColl.us</a>.

### **BONDING**

Not required for this project.

### **DELIVERY REQUIREMENTS**

All purchases must be delivered as specified if bid.

### **BID AWARD CRITERIA**

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications.

### **END OF SPECIAL CONDITIONS**

### **BID SPECIFICATIONS**

### **REQUIRED SPECIFICATIONS:**

**HP Hyper-V Blade Server** with the following configuration:

# **Quantity:**

• One (1) - HP ProLiant DL360c G10 Blade Server

# **Technical Requirements:**

	Part	
Qty	Number	Description
1	860653-L21	HPE BL460c Gen10 Intel Xeon-Silver 4110 (2,1GHz/8-core/85W) FIO Processor Kit
1	860653-B21	HPE BL460c Gen10 Intel Xeon-Silver 4110 (2.1GHz/8-core/85W) Processor Kit
		HPE 16GB (1x16GB) Single Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart
8	815098-B21	Memory Kit
1	804331-B21	HPE Smart Array P408i-a SR Gen10 12G SAS Modular Controller
1	P01366-B21	HPE 96W Smart Storage Battery w/ 145mm Cable Kit
2	875311-B21	HPE 480GB SAS 12G RI SFF SSD
4		HP 960GB SATA 6G MU SFF SC DS SSD
2	865408-B21	HPE 500W Power Supplies
1		HPE iLO Advanced 3-Year Tech Support & Updates
1	874543-B21	HPE 1U Gen10 SFF Easy Install Rail Kit
1	734811-B21	HPE Cable Management Arm for Easy Install Rail Kit – 1U
1		5 Year Parts and Labor Warranty, 24x7x4 Windows 2016 Server

### **END OF BID SPECIFICATIONS**

### **BID FORM**

### BID # 18B-2149

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

	_	(FLLASL TIPL ON PRINT THE POLI	OWING INFORMATION)
Full Name of Vendor			
Contact Person			
Business Address			
City, State, Zip Code			
Telephone		FEIN No.	
Email			
Company Information			
Woman Business Enterp	rise (WBE) Yes	No	
Small Business Enterp	orise (SBE) Yes	No	
Minority Business Enterp	rise (MBE) Yes	No	
Veteran Owned Busir	ness (VOB) Yes	No	
IF YES, CHECK THE FOLLOWING BLACK/AFRI NATIVE AMERICAN OR	CAN AMERICAN	HISPANIC ASIAN AMERICAN	
TO: Winnebago County Pu	rchasing Department		
The undersigned, being du	ly sworn, certifies that h	e is:	
THE OWNER/SOLE PROPRIETOR	A MEMBER OF THE PARTNERSHIP	AN OFFICER OF THE CORPORATION	MEMBER OF THE JOINT VENTURE
named herein; that this bid fully examined the propose purchase, all of which are	I is made without collusied forms of agreement on file in the office of nents referred to or m	on or parties interested in thi ion with any other person, firn and the contract specification the Director of Purchasing, 4 nentioned in the contract do	n or corporation; that he has ns for the above designated 04 Elm Street, Rockford, Illinois
No(s):,	and is	sued thereto;	
•	•	s bid is accepted, to provide aluding transportation services	•

materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bidrotating.

The Affiant deposes and says that he/she has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

Further, the Bidder certifies that he has provided equipment comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the County of Winnebago to verify references.

# **BID AWARD CRITERIA:**

ITEM 1: TOTAL ONE (1) S	ERVER		
PRICE: \$			
DETAIL THE WARRANTY:			
SIGNATURE OF BIDDER:			
SIGNATURE			
Name and Title of Signer			
Dated this	day of	2018	

**END OF BID FORM** 

#### **RETURN BID LABEL**

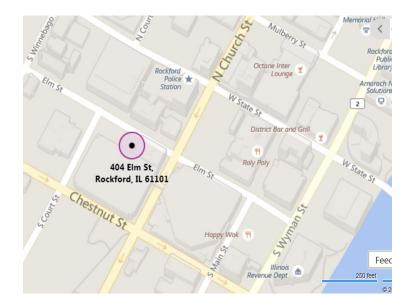


The County of Winnebago, Illinois will receive sealed Bids at:

WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, IL 61101

All Bids must be enclosed in sealed envelopes marked:

"HP HYPER-V RACK MOUNT SERVER" (5/15/18) (11:00 A.M.)



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY - PLEASE USE BELOW FOR YOUR CONVENIENCE



BID: 18B -2149

**PURCHASING DIRECTOR:** 

**ANN JOHNS** 

**BID NAME:** 

**HP HYPER-V RACK MOUNT SERVER** 

**BID DUE DATE/TIME:** 

5/15/18 11:00 A.M.

WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, IL 61101