

**REQUEST
FOR BID**

**CITY OF PEORIA
DIVISION OF PURCHASES**
ROOM 108, CITY HALL BUILDING
PEORIA, ILLINOIS 61602-1276

SIR/MADAME: Please quote on this sheet the items or services described below. The right is reserved to reject any or all bids. In case of default the city will procure its supplies from other sources and hold the successful bidder liable for the difference. **BIDS MUST BE FIRM.** Bidders desiring to bid on items which deviate from the specifications, but which they believe to be equivalent are requested to do so. The right is reserved as the interest of the City may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. All bids must be in English.

To:

**Date: March 2, 2015
Bid No. 13-15**

EEO Certificate of Compliance #

Do not include any local, state or federal taxes in your prices as the City is exempt. ALL QUOTATIONS MUST BE F.O.B. PEORIA, ILLINOIS.

QUOTATIONS MUST BE RECEIVED BY: 2:00 P.M., Wednesday, March 18, 2015

DESCRIPTION	UNIT PRICE	TOTAL
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Computer Aided Dispatch Server

- This document is intended to solicit proposals for a new Computer Aided Dispatch (CAD) Server. These specifications cover the minimum requirements for the proposed system. Vendors shall describe their offerings in detail and specify whether they meet, exceed or take exception to the specification.
- It is the intention of the City of Peoria to purchase two identical servers for use in the Emergency Communications Center. Both servers must be identical.
- The city only needs the server hardware, CAD software has been in use for many years and there is no intention of changing software vendors.
- The city intends to purchase (separately) SUSE Linux Enterprise as the operating system for the servers.

ITEM	Qty		Description	Unit Price	Total
1)	2	EA	CAD Servers as Specified Mark YES or NO and provide information on Page 3 and 4 Units to be Factory New. Delivery Must be included in the price	\$ 17,907.00	\$ 35,814.00

Please note Local Purchasing Information on Page 7.

See Equal Opportunity section and Certification Requirements Page 4.

PLEASE MARK ENVELOPE: BID # 13-15

We agree to furnish the above material or services according to your plans, specifications and conditions and at prices specified hereon. The undersigned firm certifies that it is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 85-1295, Section 33E-3, and 33E-4. The undersigned further certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and Public Act 86-1039 (Illinois Revised Statutes, Chapter 24, Section 11-42.1-1).

Cash discount will be deducted in determining the lower bidder. We quote FIRM NAME: ACE COMPUTERS
the following discount for payment with cash within 20 days following
complete delivery and acceptance of goods and receipt of invoice _____%. BY: MICHAEL LEACH

Michael Leach

(Bids must be manually signed)

WE CAN DELIVER IN 30 DAYS. DATE 3-17-15 PHONE #: 630-917-9391

ALL PRICES MUST BE IN INK OR TYPEWRITTEN. ALL CORRECTIONS MUST BE INITIALED.

ACE COMPUTERS
575 LIVELY BLVD
ELK GROVE VILLAGE, IL. 60007
MIKE LEACH
630-917-9391

SERVER MUST MEET THE FOLLOWING SPECIFICATIONS (Mark Yes or No)

A. All hardware must be in new condition and be fully compatible with SUSE Linux
YES NO

B. The system shall be designed to fit a standard 19 inch rack unit. Design will be
YES NO

C. RoHS-rated for environmental compliance standards.
YES NO

D. Two (2) CPU Intel Xeon E52690v3 2.6GHz 30MB Cache 9.6GT/s
YES NO

E. Memory 128GB DDR4 2133MHz ECC
YES NO

F. Enterprise Class Solid State Disk Drives (list manufacturer and model)

a. One (1) Boot Disk 400GB SAS 3.0 SSD 12Gb/s

b. Five (5) 800GB SAS 3.0 SSD 12Gb/s

c. Drives must be Hot Swapable **YES**

d. 12Gb/s RAID Controller with CacheVault

YES NO

a. _Mfg TOSHIBA Model PX03SNF040

b. _Mfg TOSHIBA Model PX03SNF080

c. _Mfg _____ Model _____

d. _Mfg SUPER MICRO Model BTR-TFM86-LS1CVM02

e. _Mfg _____ Model _____

G. Two (2) PCI Express Expansion Intel 10G Port SFP+ Ethernet Adapter

YES NO

H. Optical Drive Slim 8x DVDRW

YES NO

I. VGA Port

YES NO

J. USB 3.0 port (list number) 2 REAR

YES NO

K. Hot Plug High Efficiency Redundant Power Supply

YES NO

L. Manufacturer Warranty and Support On Site Support (5 Year, Next Business day, Parts and Labor)

5 YEAR NEXT BUSINESS DAY ONSITE
PARTS AND LABOR WARRANTY

M. List integrated hardware management software and capabilities

IPMI 2.0
SPM
SUPER DOCTOR 5
INTEL NODE MANAGER 3.0
WATCHDOG
SUM



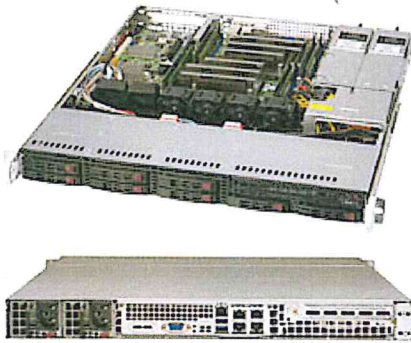
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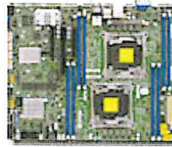
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SuperServer 1028R-MCTR

Products > Systems > 1U > [1028R-MCTR]



Integrated Board



Super X10DRL-CT

Key Features

1. Dual socket R3 (LGA 2011) supports Intel® Xeon® processor E5-2600 v3 family; QPI up to 9.6GT/s
2. Up to 512GB ECC DDR4 2133MHz; 8x DIMM slots
3. 1x PCI-E 3.0 x8 FHHL Expansion slot
4. 8x 2.5" Hot-swap SAS/SATA HDD bays
5. SAS3 (12Gbps) via LSI 3108
6. Intel® i210 Dual GbE LAN ports; Intel® X540 Dual 10GBase-T ports
7. I/O ports: 2x SuperDOM, 1x VGA, 2x USB 3.0
8. 600W Redundant Power Supplies Platinum Level Certified

Available Colors: Black

- [Drivers & Utilities](#) | [BIOS](#) | [IPMI](#) | [Tested Memory](#) | [Tested HDD](#)
- [Manuals](#) | [OS Certification Matrix](#)

Note: Image above may show a varied configuration or optional parts, Please refer to parts list for standard parts included.

Specifications

Product SKUs

SYS-1028R-MCTR	▪ SuperServer 1028R-MCTR (Black)
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Motherboard

Super X10DRL-CT

Processor/Cache

CPU	▪ Intel® Xeon® processor E5-2600 v3 family (up to 145W TDP) * ▪ Dual Socket R3 (LGA 2011)
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Cores / Cache	▪ Up to 18 Cores / Up to 45MB Cache
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System Bus	▪ QPI up to 9.6 GT/s
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Note * Please contact Supermicro Technical Support for additional information about frequency optimized CPUs and specialized system optimization.

System Memory

Memory Capacity	▪ 8x 288-pin DDR4 DIMM slots ▪ Up to 512GB ECC LRDIMM, 256GB ECC RDIMM
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Memory Type	▪ 2133/1866/1600MHz ECC DDR4 SDRAM 72-bit
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DIMM Sizes	▪ RDIMM: 32GB, 16GB, 8GB, 4GB ▪ LRDIMM: 64GB, 32GB
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Memory Voltage	▪ 1.2 V
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Error Detection	▪ Corrects single-bit errors
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On-Board Devices

Chipset	▪ Intel® C612 Express chipset
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▪ SAS3 (12Gbps) via LSI 3108

Chassis

Form Factor	▪ 1U Rackmount
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Model	▪ CSE-113MFAC2-R606CB
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Dimensions and Weight

Width	▪ 17.2" (437mm)
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Height	▪ 1.7" (43mm)
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Depth	▪ 19.98" (508mm)
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Gross Weight	▪ 40 lbs (18.15 kg)
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Available Colors	▪ Black
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Front Panel

Buttons	▪ Power On/Off button ▪ System Reset button ▪ UID button
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LEDs	▪ Power status LED ▪ HDD activity LED ▪ 2x Network activity LEDs ▪ Universal Information (UID) LED
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Expansion Slots

PCI-Express	▪ 1x PCI-E 3.0 x8 Full-height, Half-length slot
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Drive Bays


Hot-swap	▪ 8x 2.5" Hot-swap SAS/SATA HDD trays
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Peripheral Drives

DVD-ROM	▪ Slim DVD-ROM drive (optional)
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Backplane

SAS	<ul style="list-style-type: none"> RAID 0, 1, 5, 6, 10, 50, 60 support 2GB DDR3 Cache
SATA	<ul style="list-style-type: none"> SATA3 (6Gbps); RAID 0, 1, 5, 10
IPMI	<ul style="list-style-type: none"> Support for Intelligent Platform Management Interface v.2.0 IPMI 2.0 with virtual media over LAN and KVM-over-LAN support ASPEED AST2400 BMC
Network Controllers	<ul style="list-style-type: none"> Intel® X540 10GBase-T controller Intel® i210 Gigabit Ethernet controller Supports 10GBASE-T, 10BASE-T, 100BASE-TX, and 1000BASE-T, RJ45 output 1x Realtek RTL8211E PHY (dedicated IPMI)
Video	<ul style="list-style-type: none"> ASPEED AST2400 BMC
Input / Output	
SAS	<ul style="list-style-type: none"> 8x SAS3 (12Gbps) ports
Serial ATA	<ul style="list-style-type: none"> 6x SATA3 (6Gbps) ports I-SATA 4 and I-SATA 5 support SATA DOM
LAN	<ul style="list-style-type: none"> 2x RJ45 10GBase-T LAN ports 2x RJ45 Gigabit Ethernet LAN ports 1x RJ45 Dedicated IPMI LAN port
USB	<ul style="list-style-type: none"> 2x USB 3.0 ports (2 rear + 2 via header) 3x USB 2.0 ports (2 via header + 1 Type A)
Video	<ul style="list-style-type: none"> 1x VGA port
Serial Port / Header	<ul style="list-style-type: none"> 1x COM port (1 header)
DOM	<ul style="list-style-type: none"> 2x SuperDOM (Disk on Module) ports
Management	
Software	<ul style="list-style-type: none"> IPMI 2.0 SPM SUM SuperDoctor® 5 Intel® Node Manager 3.0 Watch Dog
Power Configurations	<ul style="list-style-type: none"> ACPI Power Management Power-on mode for AC power recovery

SAS/SATA HDD Backplane	
System Cooling	
Fans	<ul style="list-style-type: none"> 4x 4cm high performance PWM fans with optimal fan speed control
Power Supply with Power Distributor	
600W high-efficiency redundant power supplies with PMBus	
AC Input	<ul style="list-style-type: none"> 100-240 V, 50-60 Hz, 7.5-3.0 Amp
DC Output	<ul style="list-style-type: none"> 3 Amp @ +5V standby 50 Amp @ +12V
Certification	
System BIOS	
BIOS Type	<ul style="list-style-type: none"> 128Mb SPI Flash EEPROM with AMI BIOS
BIOS Features	<ul style="list-style-type: none"> Plug and Play (PnP) PCI 2.3 ACPI 3.0 / 4.0 USB Keyboard support SMBIOS 2.7.1 UEFI 2.3.1
Operating Environment / Compliance	
RoHS	<ul style="list-style-type: none"> RoHS Compliant
Environmental Spec.	<ul style="list-style-type: none"> Operating Temperature: 10°C to 35°C (50°F to 95°F) Non-operating Temperature: -40°C to 70°C (-40°F to 158°F) Operating Relative Humidity: 8% to 90% (non-condensing) Non-operating Relative Humidity: 5% to 95% (non-condensing)

Parts List

[See Parts List](#)

Parts List - (Items Included)

	Part Number	Qty	Description
Motherboard / Chassis	MBD-X10DRL-CT	1	Super X10DRL-CT Motherboard
	CSE-113MFAC2-R606CB	1	1U Chassis
Backplane	BPN-SAS3-113A-N2	1	1U SAS3 6x2.5" SAS3 HDD/SSD and 2x2.5" NVMe/SATA Storage Devices,
Cable 1	CBL-SAST-0568	1	Internal Mini-SAS HD to Mini-SAS HD 35cm,30AWG,12Gb/s,HF,RoHS/REACH,PBF
Cable 2	CBL-SAST-0550	1	Internal Mini-SAS HD to Mini-SAS HD 25cm,30AWG,HF,RoHS/REACH ,PBF
Riser Card	RSC-RR1U-E8-O-P	1	RSC-RR1U-E8 (Rev 4.00)
Heatsink / Retention	SNK-P0047PD	2	1U Passive Custom CPU Heat Sink for X9DRL, X10DRL Related Systems
Power Supply	PWS-606P-1R	2	1U 600W Redundant Short Depth High Efficiency Power Supply
Air Shroud	MCP-310-19015-0N	1	SC813M,SC113M, DP X9DRL-EF/ X9DRL-7F/ X10DRL-i, X9/X10 mylar air shroud, 12"x10" MB,RoHS/REACH
I/O Shield	MCP-260-00061-0N	1	1U I/O Shield for X9DB3/X9DBi/X9DB3-F/X9DBi-F/X10DRL-CT with EMI Gasket,RoHS/REACH
Fan	FAN-0154L4	4	40x40x28 mm, 22.5K RPM, SC813MF Middle Cooling Fan,RoHS/REACH
Mounting Rails	MCP-290-00102-0N	1 set	Outer rail, quick-release type, 25.6" to 33.05"
Mounting Rails	MCP-290-00107-0N	1 set	Inner rail, front, short, screw type
Mounting Rails	MCP-290-00110-0N	1 set	Inner rail, extension (quick) for 1U 17.2

Optional Parts List

	Part Number	Qty	Description
Onsite Service Program	OS4HR3/2/1	-	3/2/1-year onsite 24x7x4 service
Onsite Service Program	OSNBD3/2/1	-	3/2/1-year onsite NBD service
Software	SFT-OOB-LIC	1	OOB Management Package (per node license)
Software	SFT-DCMS-Single	1	DataCenter Management Package (per node license)

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OS Compatibility Chart

	X10DRC-T4+	X10DRFF X10DRFR-T X10DRFR-NT	X10DRFR X10DRFR-T X10DRFR-NT	X10DRG-H X10DRG-HT	X10DRG-Q	X10DRH-C X10DRH-CT	X10DRI X10DRI-T	X10DRL-i	X10DRL-C X10DRL-CT X10DRL-IT	X10DRT-P X10DRT-PIBF X10DRT-PIBQ X10DRT-PT
32 bit Window OS (There are CPU/Memory limitations, please see legend below)										
Windows 7 SP1 [4]										
Windows 8 Enterprise										
Windows 8.1 Enterprise					A ₂				B ₃	
32 bit Linux OS										
RedHat EL Linux 6.5	B ₃	A ₂	A ₄ B ₃	A ₃	A ₂	A ₃	A ₃	A ₃	B ₃	A ₃
RedHat EL Linux 6.6			B ₃	A ₄						
Fedora 18										
Fedora 19										
Fedora 20										
SUSE Linux 13.1										
SUSE SLES 10 SP4	B ₃	A ₂	A ₂	A ₂	A ₂	A ₃	A ₂	A ₂	B ₃	A ₂
SUSE SLES 11 SP3	B ₃	A ₂	A ₃ B ₃	A ₃	A ₂	A ₃	A ₄	A ₃	B ₃	A ₃
Ubuntu 14.04 LTS	B ₃	A ₂	A ₂	A ₃				A ₃	B ₃	
Ubuntu 14.04.1 LTS			B ₃	A ₃						A ₃
Ubuntu 13.10	B ₃	A ₂	A ₂	A ₂			A ₂	A ₂	B ₃	A ₃
Ubuntu 14.10	B ₃	A ₂	B ₃	A ₃			A ₂	A ₂	B ₃	A ₂

D₃ - UIO (Controller: LSI 2108 iMR Mode)
 D₄ - UIO (Controller: LSI 2108 MegaRAID(4.x))
 D₅ - UIO (Controller: LSI 2208 MegaRAID(5.x))
 D₆ - UIO (Controller: LSI 2308 IR Mode)
 D₇ - UIO (Controller: LSI 2308 IT Mode)
 D₈ - UIO (Controller: LSI 3008 IR Mode)
 D₉ - UIO (Controller: LSI 3008 IT Mode)
 D₁₀ - UIO (Controller: LSI 3108 MegaRAID(6.x))

SFT-MS-WS12DCT: Windows Server 2012 Datacenter 64bit(2CPU Per LIC),limit to 64 CPUs/4TB Memory

[3]. Windows Server 2012 R2 x64

SFT-MS-WS12R2FDN: Windows Server 2012 R2 Foundation 64bit, limit to 1 CPU/32GB Memory
 SFT-MS-WS12R2ESS: Windows Server 2012 R2 Essentials 64bit, limit to 2 CPUs/64GB Memory
 SFT-MS-WS12R2STD: Windows Server 2012 R2 Standard 64bit (2CPU/2VMs Per LIC),Limit to 64 CPUs/4TB Memory
 SFT-MS-WS12R2DCT: Win Server 2012 R2 Datacenter 64bit (2CPU Per LIC),limit to 64 CPUs/4TB Memory

[4]. Windows 7 Professional/Ultimate

SFT-MS-W7PRO32: Windows 7 Professional 32bit,limit to 2 CPUs/4GB Memory
 SFT-MS-W7PRO64: Windows 7 Professional 64bit,limit to 2 CPUs/192GB Memory
 SFT-MS-W7ULT64: Windows 7 Ultimate 64bit,limit to 2 CPUs/192GB Memory

[5]. Windows 8 Professional

SFT-MS-W8PRO32: Windows 8 Professional 32bit,limit to 2 CPUs/4GB Memory
 SFT-MS-W8PRO64: Windows 8 Professional 64bit,limit to 2 CPUs/512GB Memory

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INSTRUCTIONS TO BIDDER (4)

(12/26/12)

BID ENVELOPE IDENTIFICATION - Bidders shall submit their proposal in a sealed envelope (sealed bid) which shall be clearly labeled with the company name and address. Bidders are requested to indicate In the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING BID, BID NUMBER, DATE AND TIME THE BID IS DUE.

MAILING OF BIDS - Two copies of all bid proposals are to be mailed or delivered to the City Purchasing Manager, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. The City Purchasing Manager can be contacted at (309) 494-8582.

CLOSING TIME - The Bid closing time will be based upon Central Standard Time or Central Daylight time, whichever is in effect on the date the bid is due.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

WITHDRAWAL OF BIDS - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw his bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the bidder.

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of

Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* Though the form may be included in the bid package, it can be requested on-line from the City's website (<http://www.ci.peoria.il.us/equal-opportunity-forms>). Click on Government > Departments A-G > Equal Opportunity > Forms, then select "Employer Report Form CC-1". The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton St.
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid proposal. The EEO Certification Number is only required prior to the award of the contract.

Good Faith Efforts Requirements (projects exceeding \$50,000) Not Applicable

Minority/Women Business Enterprise(M/WBE) Utilization

Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid. For details on what records see **M/WBE Participation Requirements for Good-Faith Efforts, Section III.**

Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

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

RESPONSES – A response is requested of all bidders even if it is a "no bid". Do not include any personal information such as social security numbers that the bidder/proposer wishes to keep confidential.

CONTRACT TERMS

CITY'S AGENT- The City Purchasing Manager shall represent and act for the City in all matters pertaining to the bid proposal and contract in conjunction thereto.

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

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. And as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the bidder or the bid will not be considered for acceptance.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, The vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PERMITS AND LICENSES - The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

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

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

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

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage

coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

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

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

PREVAILING WAGES– Work under **some** contracts will obligate the Contractor and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., may apply to this project. Additional information can be obtained by calling (217) 782-6206. Applicable prevailing wage rates can be found at www.state.il.us/agency/idol/ for examination. Also applicable to this project are project provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et.seq., which requires that Illinois residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months.

During the term of the awarded contract or as long as work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Designated Representative of the City of Peoria. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics, and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker: name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or subcontractor which avers that: (1) such records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.); and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified above to the City, its officers and agents.

GOVERNING – This contract will be governed by the laws of the State of Illinois.

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the city written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

“The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

Local Purchasing - For purchases of \$10,000.00 or greater, if:

- (1) the lowest bidding local vendor is a responsible bidder; and
- (2) the lower-bidding responsible bidders are not local vendors; and
- (3) the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final. For purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

Responsible bidder for public works construction contracts in excess of \$100,000 – N/A

Responsible bidder for public works construction contracts **in excess of \$100,000** is limited to a bidder who meets all the job specifications, the following criteria, and the responsible bidder agrees to comply with the following criteria:

- (1) All applicable laws prerequisite to doing business in the State of Illinois
- (2) Evidence of compliance with:
 - a. Federal Employer Tax Identification Number or Social Security Number (for individuals)
 - b. Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No 11246 as amended by Executive Order No 11375 (known as the Equal Opportunity Employer provisions).
- (3) Certificates of Insurance indicating the following coverage: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability and professional liability insurance.
- (4) All provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization and retirement for those trades covered in the act.
- (5) ***Active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the award of the contract for all bidders and subcontractors.***
- (6) Certified payrolls as specified in Illinois Public Act 94-0515 for all contractors and subcontractors.

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.

ACE COMPUTERS
575 LIVELY BLVD
ELK GROVE VILLAGE, IL. 60007
MIKE LEACH
630-917-9391
MIKE@ACECOMPUTERS.COM