

**REQUEST
FOR BID**

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

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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: April 18, 2012
Bid No. 25-12**

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, May 3, 2012

ITEM/QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		THIS BID IS NOT MANUFACTURER OR TYPE SPECIFIC. VENDORS ARE ENCOURAGED TO BID ANY BRAND AND MODEL THAT MATCHES THE SPECIFIED ITEM LISTED. MULTIPLE BRANDS BID PER ITEM ARE ACCEPTABLE		
1)	5 Cases	45 caliber Federal P45-HST2 230 GR or Winchester / Speer Equivalent		
		Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____	\$ _____
		Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____	\$ _____
		Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____	\$ _____

ITEM/QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2) 5	Cases	.223 CAL Federal T223A 55 GR Hi-Shok Soft Point or Winchester / Speer Equivalent Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
3) 15	Cases	.45 Cal Auto 230 GR FMJ American Eagle EA45A or Winchester / Speer Equivalent Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

ITEM/QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
4) 10	Cases	Federal Tactical Bonded LE223T .223 Rem. 62 Gr Bonded Soft Point or Winchester / Speer Equivalent Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
5) 7	Cases	Federal Gold Match GM308M .308 WIN. 168 GR Sierra Boat Tail Hollow Point (BTHP) or Winchester / Speer Equivalent Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

ITEM/QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
6) 5	Cases	Federal .40 CAL P40HST1 180 GRHST or Winchester / Speer Equivalent Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
7) 54	Cases	Federal 5.56MM XM193 55 GR FMJ or Winchester / Speer Equivalent Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

ITEM/QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10) 15	Cases	Federal 9MM American Eagle AE9DP 115 GR or Winchester / Speer Equivalent Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____ Brand & Model bid: _____ Case Size: _____ Delivery: _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
11)		<u>Bid to include inside delivery to:</u> Peoria Police Headquarters 600 SW Adams Peoria, IL 61602		

PLEASE MARK ENVELOPE: BID 25-12

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 the following discount for payment with cash within 20 days following complete delivery and acceptance of goods and receipt of invoice ____%.

FIRM Name : _____ BY: _____

(Bids must be manually signed)

PHONE #: _____

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

INSTRUCTIONS TO BIDDER (4)

(2/23/09)

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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.

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."

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).

This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

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

Equal Employment Opportunity Certification

The City of Peoria requires all vendors to conform to the requirements of Section 17-120 of the Peoria City Code, titled “Affirmative Action Requirements for Contracts with the City of Peoria”.

Vendors must complete and return to the Equal Opportunity Office an *Employer Report Form CC-1* to become certified. This form is available online at www.ci.peoria.il.us.

If a vendor has already submitted a Employer Report Form CC-1, but the certification has expired, there is a renewal application that may be returned.

There is a \$50.00 yearly fee for the certification.

Although all vendors are encouraged to obtain Equal Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid or proposal. This number is only required upon the award of the contract.

If you have any questions please contact:

City of Peoria
Chris Switzer, Purchasing Manager
419 Fulton Room 108
Peoria, IL 61602

Phone 309 494 8507
Fax 309 494 8510
E-mail cswitzer@ci.peoria.il.us