RESOLUTION 2017-048        PASSED: MARCH 27, 2017

AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH SYNDEO NETWORKS LIMITED FOR THE PURCHASE OF A PUBLIC SAFETY SERVER AND STORAGE SOLUTION AND PROFESSIONAL SERVICES IN AN AMOUNT NOT TO EXCEED $150,000.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and

WHEREAS, the City of DeKalb currently maintains the Purchasing Manual, which relates to the Purchasing Policies in Section II of the Purchasing Policy; and

WHEREAS, the Purchasing Policy states: If any City purchase with a single vendor exceeds $20,000 for the current fiscal year, the purchase must be presented to Council for approval prior to the agreement being executed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the City Council authorizes the City Manager to enter into an agreement, subject to changes acceptable to the Mayor, with Syndeo Networks Limited (Syndeo) in an amount not to exceed $150,000 substantially in the form attached hereto.

Section 2: City Staff is authorized and directed to take all actions necessary in furtherance of the approved agreement, inclusive of the completion of all work included therein and any related or additional work required by virtue of this project, with a total project cost not to exceed the budgeted sum of $150,000.

Section 3: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of March, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre. Rey.

ATTEST:

JENNIFER JEE JOHNSON, City Clerk

JOHN A. REY, Mayor
Proposal Cover Sheet

Name of Project: Public Safety Server and Storage System

General Description of Project:
The City of DeKalb is looking to purchase a server, virtualization, and storage system for the organization. The current system does not provide any features to facilitate efficient management of the servers. The servers are currently virtual, but the hypervisor version and local storage presents management issues. The existing storage is local, and requires a robust, flexible central file storage system. There is also a need for a disaster recovery component which includes one of our remote buildings connected via 1Gbps fiber optic connections. The solution in both locations should be rack-mounted where we have at least 8U space available.

Website Link:

Type of Proposal:
☐ Bid for Goods
☐ Bid for Services
☐ Request for Qualifications
☒ Request for Proposals
☐ Other: _______________

City Representative:
Name: Marc Thorson
E-Mail: marc.thorson@cityofdekalb.com
Phone: 815-748-2335

Proposal Release Date: January 24, 2017
Last Day for Questions: February 10, 2017
Pre-Proposal Meeting: February 3, 2017 2:00PM – 3:00PM

Attendance Mandatory: ☐ Yes  ☒ No

Question Response Date: February 17, 2017

Proposal Due Date: February 28, 2017

All Proposals must be received at the City of DeKalb, Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115 at not later than 12:00 noon on the Proposal Due Date outlined above.
Required Security: See Section 2.13 of the Proposal.

Required Insurance: See applicable terms of Exhibit E, Independent Contractor Agreement, and Section 2.09 of the Contract Documents (and subsections).

All persons desiring to submit a proposal under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Proposer or Contractor. This address will be used for official communications from the City, including pre-proposal communications.
**Legal Notice- Invitation to Proposal**

The City of DeKalb, IL will accept proposals for Public Safety Server Consolidation and Storage Project.

Specifications and all Contract Documents are available on-line on the City of DeKalb's web page at www.cityofdekalb.com under Quick Links/Proposals & RFPs. They may also be obtained from the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115. Proposals will be received by a Purchasing Agent, at the above address until February 28, 2017 at 12:00PM. All proposals will be publicly opened immediately thereafter. A pre-proposal meeting will be held at February 3, 2017 at 2:00 p.m. at the above-described location; said meeting is mandatory if indicated in the proposal documents.
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Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission’s Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor’s obligations under the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission’s Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois
Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission’s Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission’s Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of DeKalb does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

Section 1: Standard Conditions

1.00 General Proposal Notes:
The City Council of the City of DeKalb reserves the right to accept or reject any and all proposals, to waive any technicalities, discrepancies, or information in the proposals, or to waive competitive proposing and negotiate directly with one or more contractors. The City also reserves the right to divide the contract into multiple agreements and to have multiple parties complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Proposal Specifications shall be directed to the City’s Representative at the contact information provided on the Proposal Cover Sheet. All detailed questions concerning the actual proposal specification are to be forwarded in writing.

Following proposal opening, review, and the City’s receipt of an award recommendation, pending contract awards will be posted on the City of DeKalb’s web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the City Manager’s Office at 815-748-2090 at least one (1) week prior to this public meeting if possible.
All costs incurred in the preparation, submission and/or presentation of any proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the City.

ALL RESPONDING PROPOSERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS PROPOSAL PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO), IN ORDER TO SUBMIT A VALID PROPOSAL.

All persons desiring to submit a proposal under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Proposer or Contractor. This address will be used for official communications from the City, including pre-proposal communications.

1.01 Contract Documents:
Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, proposal notice, proposal sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this proposal, the word "City" shall refer to the City of DeKalb, and the word "Proposer" or "Contractor" shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes of any provision herein requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, contractors and subcontractors. The "City Representative" shall be the person so indicated on the Proposal/Proposal Cover Sheet.

1.02 Interpretation of Contract Documents:
Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-proposal meeting. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents. In the event that there is no pre-proposal meeting, requests for information must be received by the City Representative at least ten days prior to proposal opening. The City reserves the right to determine what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.

1.03 Electronic Proposal Documents:
Proposers that download PDF documents from the City of DeKalb’s internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-proposal meeting (if marked as mandatory) if they intend to submit a response to the proposal documents. This step is necessary to establish a communication link between the City and the Proposer so that any addenda or other relevant information may be transmitted properly. The Proposer, not the City, is responsible for obtaining any addenda to the original specification when the Proposer chooses the option of downloading proposal or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Proposers must provide an email address which can be used by
the City to send proposal addenda or other official communications. All Proposers must sign off and acknowledge receipt of all proposal addenda. The form of Proposal Addenda is attached hereto as Exhibit J.

1.04 Submittal of Proposal:
Proposals must be submitted to the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115 no later than February 28, 2017 at 12:00PM. Proposals arriving after the specified time will not be accepted, even in cases of delay by train. Proposals will not be accepted at any other location or by any other City personnel. Any proposals erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Proposers should carefully consider all proposal delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date. Proposals shall be submitted in sealed envelopes carrying the following information: Proposer’s name, address, subject matter and document number of proposal as indicated in the specification, and designated date and time of the proposal opening. All proposals must be clearly marked at the top of each side of the envelope: “Official Proposal: Do Not Open.” Proposals will only be accepted by delivery or US mail; proposals will not be accepted by facsimile, e-mail, internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of proposal).

1.04.01 Pre-proposal Meeting:
A pre-proposal meeting will be held at the DeKalb City Hall, 200 S. Fourth Street, DeKalb, IL, at the date and time indicated on the Proposal Cover Sheet for the purpose of familiarizing Proposers with the project and answering questions. Proposers shall be completely familiar with the entire proposal specification and all Contract Documents prior to attending this meeting and shall come prepared to ask questions.

Attendance at the pre-proposal meeting is not mandatory unless indicated as Attendance Required on the Proposal Cover Sheet. Strong consideration will be given to the Contractor’s clear understanding and familiarity with the City’s needs in determining an award of Contract.

1.05 Withdrawal of Proposal:
Proposers may withdraw or cancel their proposal, in written form, at any time prior to the advertised proposal opening time. Proposers must submit a written request to withdraw their proposal, which must be received by the City, at the stated location for proposal submission, prior to proposal opening.

1.06 Proposer’s Qualifications:
No award will be made to any Proposer who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e.
responsible). The City's decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Proposer shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

1.07 Preparation of Proposal:
The Proposer's submittal shall include the completed Proposal Sheet and Detailed Proposal Sheet found in the Contract Documents. The City will strictly hold the Proposer to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Proposer.

1.08 Compliance with Laws:
The Proposer shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract. In addition, the Proposal shall be subject to all applicable City of DeKalb purchasing policies and ordinances, including but not limited to the Local Preference Ordinance (City Code Section 54.14). A copy of the local preference ordinance is available at the City's website: http://www.cityofdekalb.com/CityClerk/Municipal_Code.htm

1.09 Alternate to Proposals:
Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City's written decision of approval or disapproval of a proposed substitution shall be final.

Alternate proposals will be considered only if received at the time stated for receipt of the proposals. Submit alternate proposals in a sealed envelope and identify the envelope as required for all proposals, except that the phrase Alternate Proposal shall be used. Proposers are cautioned that, if an alternate proposal(s) involves an increase in the Proposal Sum, the Proposal Deposit, if required, shall be ample or be increased to cover the alternate Proposal Sum or the entire proposal may be rejected. Alternate proposals should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate proposal in the manner as best befits the City, and to accept an alternate proposal deemed adequate without re-proposing or waiver of proposal.

1.10 Form of Contract:
The form of contract between the City and the successful Proposer will be in the form attached hereto as Exhibit D.

1.11 Freedom of Information Act (FOIA):
The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.
1.12 Proposal Review:
The City reserves the right to reject any or all proposals, to waive any irregularities or
disregard any informality in the proposals and proposing, and/or to waive competitive
proposing and negotiate with one or more proposers or non-proposers directly when, in its
opinion, the best interest of the City will be served by such action. Furthermore, the City
reserves the right to award each item to a different Proposer, or all items to a single
Proposer unless otherwise noted on the Proposal Sheet. The City may determine as follows:
1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to
more consideration than price; 3) an early delivery date is to be disregarded because of the
reputation of the Proposer for not meeting delivery dates; 4) a Proposer is not a
responsible Proposer; and 5) what exceptions or deviations from written specifications will
be accepted.

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

Proposers are required, if requested to do so, to effect a demonstration of the item/service
being proposal if the City feels it has insufficient knowledge of the item/service operations
or performance capability. Such demonstration shall be at a site which is most convenient
and agreeable to the affected City personnel. If the proposal specifications require the
submission of samples, such samples shall be submitted to the City at no cost, at or prior to
the deadline for submitting proposals. All samples become the property of the City upon
submission.

1.13 Proposal Results:
Following the proposal opening and review period, pending contract awards will be posted
on the City’s Internet website under the Bids and RFPs web page. Proposal tabulations
posted on-line represent “as read” submittals at time of the proposal opening. They do not
represent contract award.

1.13.01 Proposal Protest:
Firms wishing to protest proposals or awards should notify the City Representative in
writing within three (3) days after the proposal opening. This notification should include
the proposal number, the name of the firm protesting, and a detailed description as to why
the firm is protesting the proposal. The City Representative shall respond to said protest
within seven (7) calendar days. A successful protest may result in the reversal of a
previously awarded proposal. If the firm wishes to appeal the determination of the City
Representative, it may provide a written notice to the City Manager within two (2) business
days of the date of release of the City Representative’s decision; the City Manager shall
thereafter review and decide the protest, and the decision of the City Manager shall be final.

1.14 Delivery:
Where the proposal involves the sale or delivery of materials or goods, all materials shipped to the City must be shipped F.O.B. delivered, to the designated location specified in the description of Work, DeKalb, Illinois. If special delivery terms are required (e.g. forklift, ramp, etc.), the Proposer is responsible for providing the same unless otherwise noted. The City accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City personnel. The City reserves the right to refuse acceptance of delivered merchandise that differs from the specifications in the invitation to proposal or as otherwise permitted by Illinois law.

1.15 Inspections:
The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Proposer.

1.16 Pricing:
For proposals involving the sale of materials or supplies, unit prices shall be shown for each unit on which there is a proposal, and shall be inclusive of all charges necessary to comply with the terms and conditions of this proposal (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In the case of a mistake in the extension of price, unit prices 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 proposal.

Section 2: General Supplemental Additional Conditions

2.01 Scope of Work:
The Proposer shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the Work. The Work is as described on the attached Exhibit F, and may consist of the provision of services, professional services, materials, supplies, equipment, or some combination thereof ("the Work"). The Proposer shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the City. The Proposer shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Proposer shall provide all safeguards and suitable barricades to protect public and adjacent property. The City is not responsible for site safety. The Proposer is solely and exclusively responsible for construction means, methods, technologies, and site safety. The Proposer is responsible for identifying whether the proposal involves the provision of labor, materials, professional services, or a combination thereof, and for complying with the appropriate components of these Contract Documents. Where the Work requires the provision of
supplies or goods, all such goods shall be new, unused materials, unless the Work expressly indicates that recycled or used materials may be utilized.

2.02 Licensing and Permits:
The successful Proposer and their subcontractor(s) must be licensed with the City and shall obtain all required permits prior to the start of any component of the Work. The City will waive applicable City permit fees for the specific contract.

2.03 Period of Unemployment:
For any project involving labor or services which is governed by 30 ILCS 570 Employment of Illinois Workers on Public Works Act, such Act must be adhered to in entirety by the awarded Contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

2.04 Prevailing Wage:
For any work subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et. seq., the successful Proposer is required to fully comply with the Act and to provide certified payroll records in compliance with the Act to the City at or before the time of requesting any payment for this project. The failure to comply with Prevailing Wage where required shall subject a proposer to the forfeit of any proceeds otherwise earned; the City will not process payment requests that are not in compliance with the Prevailing Wage Act. Additionally, separate from any other indemnification or insurance obligation in this Agreement, the successful Proposer shall indemnify, defend (with the City having exclusive choice of legal counsel) and hold harmless the City from any and all claims, demands, liabilities or other expenses in any way relating to the compliance or non-compliance with the Prevailing Wage Act.

2.04.01 Certified Payroll Records:
Certified payroll records shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed to perform work hereunder. The records shall include the following information for each worker: name, address, telephone 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, along with such other information which may be required by law. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor which avers that: 1) the certified payroll record is true and accurate; 2) the hourly rate paid to each worker is not less than the general rate of prevailing wage as required by the Act; and, 3) the Contractor is aware that filing a certified payroll known to be false is a Class B Misdemeanor.

2.05 Toxic Substance:
Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such
products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet). The successful Proposer is responsible for complying with all applicable legal regulations or recommended handling procedures.

2.06 Guarantees, Warranties, Manuals:
All guarantees and warranties required shall be furnished by the Proposer and shall be delivered to the City before final payment on the contract is issued. All products provided shall be provided with any available manuals, brochures or other instructions. The Contractor shall be responsible for providing the City with training in accordance with the requirements of the description of the Work. Any required training shall be provided at no additional cost. For any Work involving the sale of goods or materials, the Contractor shall be required to provide product manuals. Manuals shall be as detailed as possible outlining all necessary operating and servicing instructions for any equipment delivered, including components. In addition, for any Work involving the sale of vehicles, equipment, mechanical devices, tools or computerized devices, technical shop manuals containing illustrated parts lists and a complete set of technician repair manuals for the entire unit including wiring diagrams and hydraulic schematics supplied with the equipment shall be provided. These materials can be provided in paper manuals or in electronic format (on DVD in PDF format). Any electronic documents required or submitted (e.g. as-builts, GPS information, or other data) shall be submitted in a format acceptable to the City Representative in his or her sole discretion.

All products supplied under this Contract shall carry the manufacturers’ standard warranty. The Contractor shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Proposer shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the City Representative may be necessary to ensure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guaranty period. The City shall identify the date of completion of the project, which shall serve as the start-date for the warranty. The following provisions only apply if checked:

The Contractor is required to post a maintenance bond equal to ten percent of the project cost, for the term of the one-year warranty.
The Contractor shall be subject to ten percent (10%) retention upon successful conclusion of the project, for the term of the one-year warranty.

2.07 Termination of Contract:
The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Proposer, in the event of any default by the Proposer. Default is defined as failure of the Proposer to perform any of the provisions of this contract in strict accordance with its terms or failure to make sufficient progress so as to endanger performance of this contract in accordance with the City’s expectations for completion or any expressed timeline for the same. In the event of default and termination, the City may procure, upon
such terms and in such a manner as the City may deem appropriate, supplies, or services similar to those terminated.

The Proposer shall be liable for any excess costs or replacement costs for such similar supplies or service unless evidence is submitted to the City that, in the sole opinion of the City, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Proposer.

2.08 Indemnification and Hold Harmless Agreement (Contractual or Other Liability):

The Proposer agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Proposer or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, the Proposer’s employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Proposer is solely responsible for determining the accuracy and validity of any information provided to the Proposer by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

2.09 Insurance:

The insurance requirements outlined in these Contract Documents are applicable to any Work involving the performance of any services; these insurance provisions do not apply to any Work that consists solely of the sale of materials to the City without any corresponding labor or service. The Proposer will provide certificates of insurance evidencing the types and limits of insurance contemplated by the Agreement attached hereto as Exhibit E. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be in a form and from an issuer
acceptable to the City. The General Liability coverage shall name the City of DeKalb as additional primary insured, without right of subrogation. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail. A certificate of insurance shall be provided to the City prior to the time at which any invoice or request for payment is submitted to the City.

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC PROPOSAL NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. All deductibles or self-insured retention shall be the sole responsibility of the Contractor. At the option of the City and at no additional cost to the City, the Contractor shall either: a) the Contractor shall eliminate or reduce the deductibles/retention amounts as it relates to the City or City Indemnitees; or, b) procure a bond or letter of credit guaranteeing the payment of such amounts.

Contractor waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Contractor’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Contractor by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Contractor acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Contractor’s expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Contractor’s obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds).

Prior to receipt of a purchase order and start of work, the City Finance Department must receive and approve Certificates of Insurance, W9 form and endorsements for all Contractors’ employees who will be using their personal vehicle for transportation for work-related purposes during the work day. It will be the responsibility of the Contractor to provide renewal certificates for the same, and any new employees added to the City contract, throughout the course of the contract. These forms can be sent to City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115.
2.09.01 Insurance Rating:
All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of B++ or better. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.

2.09.02 Special Requirements:
If the Proposer is an architectural firm or engineering firm, or if the Work under the Contract Documents includes design, consultation or any other professional services, said Proposer shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional liability insurance is not required to name the City as additional primary insured. Such insurance shall be provided on an occurrence basis, or if provided on a claims-made basis shall have a retrospective date prior to the start of Work.

2.09.03 Provision of Insurance:
The Proposer shall not commence Work under this contract until the Proposer has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Proposer allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Proposer and their subcontractor(s) shall maintain all insurance required under these Contract Documents for not less than two (2) years after completion of this contract. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Additionally, and supplemental to the indemnification outlined above, the successful Proposer shall indemnify, defend and hold harmless the City from any and all claims arising out of the payment or real or alleged failure to pay any subcontractor or materialman.

2.10 Subcontractors:
Use of any subcontractors for performance of any component of this Agreement requires the City's express, written pre-approval prior to undertaking any services, as contemplated in the terms of these specifications. Additionally, without regard to such pre-approval, any contractor, subcontractor or materialman providing services or materials relating to these specifications shall expressly be required to comply with all of the terms of these specifications. The prime contractor or successful Proposer holding the agreement resulting from these specifications shall be responsible for so confirming, and shall indemnify, defend and hold the City harmless from any failure to comply with these specifications by any subcontractor. Moreover, the failure to perform or default of any subcontractor shall be held and applied against the prime contractor under which the
subcontractor is working, as if the prime contractor itself had failed to perform or had defaulted.

2.11 Change Orders:
After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Proposer must be the result of an approved change order first ordered by the City Representative.

For any contract which is subject to the Public Works Contract Change Order Act, 50 ILCS 525/1, et seq., the City requires the successful contractor verify any change order request received from a subcontractor will not exceed 49% of the original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require opening up that portion of the work to competitive proposing.

The contract price is and must include a “not to exceed” price. Any time the Contractor believes additional work is necessary or requested and the not to exceed price would increase, any change or addition shall require the pre-approval of the City. Unless a change order is approved, in writing, by the City Representative and/or City Manager and/or City Council, the contract price shall not be exceeded.

2.11.01 Legal Authority to Bind:
The City shall not be bound by the unauthorized action of any of its agents or representatives. Any proposer and the Contractor is responsible for determining whether any person purporting to act on behalf of or to bind the City has the actual authority to do so, prior to relying upon any such statement or claimed authorization.

2.12 Failure to Execute:
Failure to execute the contract shall, at the option of the City, constitute a breach of the agreement made by acceptance of the proposal, and the City shall be entitled to forfeiture of the certified check, bank draft, or Proposal Bond accompanying the proposal that is required, not as a penalty, but as liquidated damages. In the event of failure of a Proposer to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within five (5) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Proposer approved by the City. Any proposer who seeks any modification of the Contract Documents or of the Agreement is required to notify the City of the same by submitting an alternate proposal. Any proposer who submits a proposal without identifying any changes in the Contract Documents or the Agreement may be bound to the Contract Documents and the Agreement, without revision, at the City’s discretion.

2.13—Proposal Security:
Unless this section is completely crossed out, each proposal shall be accompanied by a proposal security in the amount of 10% of the total amount proposal. Proposal security shall be in the form of a certified check or cashier’s check, drawn on a responsible bank doing business in the United States and made payable to the City of DeKalb, or an original Proposal Bond (may NOT be a copy or facsimile) by a surety company which is
satisfactory to the City and is qualified to do business in Illinois. Proposals not accompanied by a proposal security will be rejected. The proposal security of the unsuccessful Proposer (if in the form of a certified check or cashier's check) will be returned after the contract is awarded, signed and the performance security has been provided, or earlier, if the City does not deem it necessary to retain the Proposal Security. The proposal security of the accepted Proposer, (if in the form of a certified check or cashier's check) will be returned either upon execution of a contract and submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the City's estimation, the contract has been satisfactorily completed and a final inspection has been satisfactorily completed. The final inspection shall occur within thirty (30) days of the date of completion/delivery. When the proposal security is submitted in the form of a proposal bond, the bond will become null and void following the award of contract and the City’s receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the Proposer fail to fulfill the contract as set forth, the proposal security shall become payable to the City as liquidated damages. All Proposal Security shall be held by the City’s Finance Department. If deemed necessary by the City, the City may at any time deposit a certified or cashier’s check submitted as proposal security, and in the event of a refund of such security, the City shall issue a refund check drawn on its accounts.

2.14—Performance Security:
Unless this section is completely crossed out, the successful Proposer shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to the City prior to the start of any work. Each of the bonds shall be in the sum of 100% of the contract amount. The performance bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work. The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Proposer. For contract awards that are less than $1,000,000.00, a Letter of Credit, in a form suitable to the City, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond. Any bond shall include a provision that will guarantee faithful performance in accordance with the Prevailing Wage Act, 820 ILCS 130/1, et seq., and in accordance with all of the terms of the Contract Documents (which shall be specifically referenced). The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial-strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation, or a similar rating agency.

2.14.01 Letter of Credit—required content:
Any letter of credit (herein after LOC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content:

The LOC must be irrevocable, made in favor of the City of DeKalb (Beneficiary), and for the account of the Proposer (Applicant). The aggregate amount of the LOC must be at least
100% of the awarded contract amount. The bank issuing the LOC must be acceptable to the City of DeKalb; written preapproval is required. The expiration date of the LOC must extend at least one (1) year beyond the anticipated completion date of the project, and will be extended at the expense of the Proposer if need be. The LOC must provide for partial drawings. Drawing(s) are to be made when the City of DeKalb presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the LOC number and stating the amount of funds to be drawn against the LOC and also containing the following declaration: “I hereby certify that the applicant has not performed as required by the contract established between the applicant and the City of DeKalb.”
Payment(s) against the LOC will be made by the issuing bank upon presentation of this letter. The issuing bank must have a branch or office whereupon presentation and demand may be made by the City within thirty (30) miles of City Hall.

2.15 Waiver of Lien:
Where applicable, a Waiver of Lien and Contractor’s Affidavit must be submitted by the Proposer, verifying that all contractors, subcontractors’ materialmen, and material invoices have been paid prior to the City approving payment. Waivers must be in a format acceptable to the City.

Section 3: Invitation for Proposal

3.01 Intent:
The intent of these specifications is to solicit proposals from reputable contractors who are capable of providing the specified products and services. The use of the words “Contractor” and “Contract” in this document refer to the firm whose services would be engaged upon successful acceptance of a proposal and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

3.02 Scope:
The Scope of this proposal shall include completion of the Work as described in the attached Exhibit F.

The proposal shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed/provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor’s services for this project and shall indemnify the City from any damages caused as a result thereof.
In the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed, replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the case of any City or publicly owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to proposing on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnities from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work.

The successful Contractor shall execute a contract in the form attached hereto as Exhibit D within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the proposal security of the Contractor as liquidated damages, and to annul the award of the proposal to the Contractor (and to either re-proposal the Work to contract with another proposer).

3.03 Qualifications:
The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor's and the Contractor's subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City.

Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No proposal will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities, experience, equipment and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to it. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsible proposer. In determining the responsibility of the proposer, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment,
ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources. The contract will be awarded in the City’s best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the proposer to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

3.03.01 Professional Services Selection Act:
The City of DeKalb complies with the Professional Services Selection Act, 50 ILCS 510/5 with regard to the selection of parties to perform covered professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection does not apply to services covered by said act.

3.04 Contract Management:
This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

3.05 Protection of Public and Private Property:
The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor’s operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.

3.06 Concurrent Operations:
The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.

3.07 Licenses and Permits:
The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.
3.08 Severability:
If any portion of this Contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the Contract shall remain in full force and effect.

3.09 Accidents:
In the event of accidents of any kind, the Contractor shall immediately notify the City Supervisor and Police Department to secure a police report for insurance purposes, and shall provide a full accounting of all details of the accident. The Contractor shall furnish the City's Legal Department with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Contractor shall cooperate fully with any investigation of an accident which occurs on City property or within City buildings.

3.10 Sexual Harassment:
The City will not tolerate any act of sexual harassment by Contractors and their employees. Violation of this policy will be considered grounds for terminating either the Contract or the Contractor's employee from work on this Contract.

3.11 Blood-borne Pathogens Exposure Control Plan:
The Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1910.1030 require the City and its contractors to develop a written exposure control plan for blood borne pathogens for their employees. Prior to execution of this agreement, the successful Contractor shall supply the City with a copy of their Blood Borne Pathogens Exposure Control Plan, which shall be subject to the review of and approval by the City as a condition of the contract. The successful Contractor shall also identify any other applicable regulations relating to the performance of its obligations and shall comply with such obligations (and submit a written plan to the City if required under the applicable regulations). This plan shall include engineering controls, work practices, personal protective equipment, employee training, and recordkeeping procedures for all employees who could be exposed to blood borne pathogens. Each Contractor shall be responsible for identifying covered employees, developing an exposure control plan, training employees, identifying and providing Personal Protective Equipment, and developing recordkeeping measures. Education and training records must be kept by the Contractor, to include: name of employee, date(s) of training, and employee job title. The plan(s) shall be available to the City upon request. Contractor's employees shall assume that all human blood and body fluids containing human blood are infected with blood borne pathogens and shall follow the guidelines established by the Contractor.

3.12 Term of Contract:
The initial term of this Contract shall run from 1 year subject, however, to the right of the City to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies and equipment furnished under the terms of the Contract prior to the effective date of such
cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

The following provisions apply only if checked:

☐ One time contract, no term after delivery.
☐ Upon normal expiration of the Contract, the Contractor shall continue, at the sole option of the City, to provide services on a month by month basis, under the same terms and conditions, for a period not to exceed four (4) months.
☒ Upon mutual agreement, this contract may be extended for ______________, upon a ninety (90) day written notice from the City of its intention to exercise this option. A one (1) time economic adjustment for labor, material, supplies, and equipment costs shall be allowed for each one (1) year extension to the Contract after the initial one (1) year Contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous twelve (12) month period.
☐ Other: ____________________________________________________________________

The initial Contract places no obligation on the City to appropriate funds, and continuation of this Agreement beyond the initial term of the Contract and Contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the City for this work.

3.13 References:
Proposers shall provide a list of not less than five (5) current customers with their proposal submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well.

3.14 Special and Unforeseen Work:
Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a proposal price per man-hour for the performance of the additional work as proposal on the Proposal Sheet. Requests for additional work shall be authorized in writing only through the Director or designee.

Contractor shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by the City or City Indemnitees. Contractor’s sole remedy for a City-based delay shall be a day-for-day extension of time to complete the Contract.

3.15 Exceptions:
Any exceptions to the specifications are to be noted on the *Detail Exceptions Sheet* and included with the proposal at the time of submittal.

3.16 Communications:
The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor's expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

3.17 Security and Access:
The Contractor may be working in several areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. All areas shall be secured when the Contractor has completed their daily operations.

Access cards or keys will be furnished to the Contractor for designated staff to use while in performance of the awarded contract. The access cards or keys will be issued from and shall be returned to a designated City employee at the completion of the contract. The Contractor's representative shall sign for each access card or key set received and a log shall be maintained by the City. The City Representative may establish additional restrictions relative to any access cards or key sets.

3.18 Hours of Work:
The Contractor shall schedule normal work hours for crews that consider the hours of operations for its services. The Contractor shall provide to the City Representative, for his or her approval, a schedule of proposed regular working hours for all buildings prior to the start of the Contract. Any changes in these regularly scheduled hours shall require prior written notice to and approval by the City Representative. All proposed hours of work shall comply with the then-current City of DeKalb noise ordinances as may be in effect, for work performed in the City of DeKalb.

3.19 Handling of Waste:
The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and bio-hazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

3.20 Work Crew Supervision:
The Contractor shall provide qualified Supervisors to supervise each crew engaged in work under the Contract. The Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said
directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s) which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily.

The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

3.21 Contractor's Personnel:
The Contractor shall be expected to supply a sufficient number of personnel to be able to complete all workmanship standards as set forth in these specifications. All of the Contractor's personnel shall be fluent in both written English, where essential to the performance of responsibilities, and spoken conversational English, self-motivated, capable of working without direct supervision, and have received appropriate training in order to deal with sexual harassment and bio-hazard handling situations.

The following bracketed paragraph applies only if this section is checked.

All Contractor employees shall display City approved photo identification badges while working on City premises. No employees shall be allowed access to any area without displaying the required identification badge. Employees shall wear uniforms, which shall consist of a shirt/blouse and pants, consistent in color and appearance, featuring a company identification patch at all times while working on City premises. The City shall be informed of any changes in the uniform articles that the Contractor plans to introduce; uniforms shall be subject to pre-approval by the City.

3.21.01 Background Investigation:
Where the Contractor is engaging in work of a sensitive nature or working in an environment with exposure to confidential information, or under such other circumstance as the City shall deem appropriate, the City may require the Contractor to comply with the terms of this section 3.21.01. In such case, prior to commencing work, the Contractor shall submit to the Chief of Police, or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and driver's license numbers of all employees to be engaged in work specified herein, or having access to the buildings in an inspecting or supervisory capacity, and the Contractor shall cause to be completed
fingerprint charts and personal history statements of all employees. **No employees shall commence work at any time during the Contract period until the above listed information has been submitted to and written clearance received from the Chief of Police.** The Contractor shall provide written authorization from prospective employees for the City to perform the security clearances required in this Contract. Employees of the Contractor shall be subject to the same standards of pre-employment examinations as regular full-time employees of the City and shall be held to the same standards of conduct. The Contractor will provide and maintain a current list of employees working on the City account to include locations and times at locations. Copies for the listing shall be issued to the Chief of Police, Director, and Foreman.

The City shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for Contractor’s employees. Employees whom the City deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from performing work.

**Section 4: Materials and Equipment**

4.01 **City to Furnish:**
In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City’s express, written consent.

4.02 **Contractor to Furnish:**
The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

The Contractor shall make available to the City samples of the supplies they propose to use to enable the City to assess product quality and safety. If for any reason the City objects to the use of a given product, the Contractor shall discontinue use and find a substitute that is acceptable to the City. Quality assessment shall be at the sole judgment of the City, whose decision shall be final.

All products supplied and used under this Contract shall be new and within product expiration dates. Expired products will not be used. They must meet all applicable federal, state, and local standards for product safety. **Products and containers shall be properly labeled** to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.

4.03 **Standards and Workmanship:**
It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished
under this Contract. More detailed standards and specifications are provided later in these specifications.

4.03.01 Restrictive or Ambiguous Specifications:
It is the responsibility of the proposing firm to review the invitation to proposal specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to proposal procedures must be received by the City not later than at the pre-proposal meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.

Section: 5: Performance and Payment

5.01 Disputes:
The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.

5.02 Payment:
Payment for all work completed and accepted will be made on a monthly basis (where possible, based upon the schedule for submittal of items to regularly scheduled City Council meetings) per the Contract prices including other agreements authorized in writing as per Special and Unforeseen Work. The Contractor shall submit an itemized monthly invoice, by facility, to the City for all work completed during the month, on or before the first Monday of the following month.

The Contractor shall also submit with the monthly invoice their current price list, and a copy of the Contractor’s invoice for the applicable supplies provided to the City, all of which is for informational purposes only. The City will make payment within thirty (30) days of receipt of invoice and acceptance by the City.

5.02.01 Taxes:
No charge will be allowed for taxes which the City is exempt from paying. The City of DeKalb is not liable for the Illinois Retailers’ Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from Federal Excise and Transportation Tax.

5.03 Penalties:
Any deficiency communicated in writing to the Contractor, and not corrected within the time limits allotted by the City Representative, shall become subject to a financial penalty for nonperformance or substandard performance (including inappropriate materials and
equipment). Penalties, if any, shall be withheld from the monthly payment by the City. Penalties, if applied, do not limit the right of the City to seek other redress for nonperformance or substandard performance. Penalties shall be assessed per occurrence. The purpose of penalties is to ensure quality of service to the City. For the purpose of penalties, the monthly fee shall be the yearly price divided by twelve (12). Assessment of any penalty shall in no way absolve the Contractor from the responsibility to complete or correct the unsatisfactory or uncompleted work. The City reserves the right to set aside additional retention if deemed necessary by the City to protect against any deficient performance or to otherwise protect the City’s interests.
Exhibit A: Detailed Cost Sheet

Note: The total extended cost must be transferred to the Bid Sheet. Failure of the Bidder to complete the Detailed Cost Sheet OR transfer the extended total cost to the Bid Sheet may be cause for rejection of the bid submittal.

Breakdown of Costs for the project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Hardware</td>
<td>$127,233.00</td>
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<tr>
<td>Software</td>
<td>$22,274.53</td>
</tr>
<tr>
<td>Warranty/Support</td>
<td>$20,426.40</td>
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<tr>
<td>Installation Service</td>
<td>$2,860.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$172,793.93</strong></td>
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# Proposal: CODKLB - RFP - Public Safety - Primary/DR Active/Standby #302

<table>
<thead>
<tr>
<th>Prepared For</th>
<th>Prepared By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Thorson</td>
<td>Amit Patel</td>
</tr>
<tr>
<td>City of DeKalb</td>
<td>Syndeo Networks Ltd</td>
</tr>
<tr>
<td>200 South 4th St.</td>
<td>PO Box 833</td>
</tr>
<tr>
<td>DeKalb, IL 60115</td>
<td>Saint Charles, IL 60175</td>
</tr>
<tr>
<td>United States of America</td>
<td>United States of America</td>
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<tr>
<th>Quotation Date</th>
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<td>02/13/2017</td>
<td>03/30/2017</td>
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<tr>
<th>Recurring Term</th>
<th>Payment Terms</th>
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<tr>
<td>0 Months</td>
<td>Net 30</td>
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<table>
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<tr>
<th>Quantity</th>
<th>Product</th>
<th>Description</th>
<th>List</th>
<th>Discount</th>
<th>Sale Price</th>
<th>Tax</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>32</td>
<td>Professional Services</td>
<td>Rack and Stack, Configuration - 10 hrs are removed due to existing support contract with City of DeKalb</td>
<td>130.00</td>
<td>130.00</td>
<td>0%</td>
<td>130.00</td>
<td>4,160.00</td>
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<td>10</td>
<td>Professional Services</td>
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<td>-130.00</td>
<td>0%</td>
<td>-130.00</td>
<td>-1,300.00</td>
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</tbody>
</table>

Cisco UCS B200M Entry Bundle - Primary Site
Cisco Fabric (2), Chassis (1), Servers (2)
Cisco Fabric Interconnect (FI): 32 Fixed 1/10/40 Gbps Ports, Redundant Power, Fan, and Mgmt Module - ** FI QTY 2
S100 Chassis - support 8 Blade Servers, 2 IOMs, 4 Power Supplies (N+1), 8 Fan modules. - ** QTY 1
B200-M3 servers with intel xeon E5-2909 v2 Processors (QTY 2), 128GB of RAM, LSI RAID controller, CIMO and BIOS Software Defined Networking (SDN) ready, with KVM (IP included) via Fi - ** SVR QTY 2

Cisco UCS B200M Entry Bundle - DR site
Cisco Fabric (2), Chassis (1), Servers (2)
Cisco Fabric Interconnect (FI): 32 Fixed 1/10/40 Gbps Ports, Redundant Power, Fan, and Mgmt Module - ** FI QTY 2
S100 Chassis - support 8 Blade Servers, 2 IOMs, 4 Power Supplies (N+1), 8 Fan modules. - ** QTY 1
B200-M3 servers with intel e5-2909 v2 Processors (QTY 2), 128GB of RAM, LSI RAID controller, CIMO and BIOS Software Defined Networking (SDN) ready, with KVM (IP included) via Fi - ** SVR QTY 2

Nimble Storage Controller CS 235 24TB Raw Storage with 4 hr Support with NPM ** Hybrid Storage
Primary Site

Nimble Storage Controller CS 235 24TB Raw Storage with 4 hr Support with NPM ** Hybrid Storage
DR Site

VmWare vSphere 6.0 Enterprise Plus License - 2 Proc License - per 1 Proc $5312.00
** Per Current Requirement of -30vCPU - 4:1 over sub. ratio applied

VmWare Site Recovery Manager (SRM) 6.0 - Primary Site Only

VmWare Vcenter 6.0 Standard Production Only

<table>
<thead>
<tr>
<th>Product</th>
<th>List</th>
<th>Discount</th>
<th>Sale Price</th>
<th>Tax</th>
<th>Total</th>
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<tr>
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<td>69,480.00</td>
<td>58.00</td>
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<td>Nimble Storage Controller CS 235 24TB Raw Storage with 4 hr Support with NPM ** Hybrid Storage Primary Site</td>
<td>79,610.00</td>
<td>55.00</td>
<td>35,824.50</td>
<td>0%</td>
<td>35,824.50</td>
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<td>Nimble Storage Controller CS 235 24TB Raw Storage with 4 hr Support with NPM ** Hybrid Storage DR Site</td>
<td>79,610.00</td>
<td>55.00</td>
<td>35,824.50</td>
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<td>35,824.50</td>
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<tr>
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<td>6,945.00</td>
<td>15.00</td>
<td>5,903.25</td>
<td>0%</td>
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<tr>
<td>VmWare Vcenter 6.0 Standard Production Only</td>
<td>9,820.00</td>
<td>22.00</td>
<td>7,659.60</td>
<td>0%</td>
<td>7,659.60</td>
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<tr>
<td><strong>VMware vSphere Replication (VR) 6.0</strong> - Required for SRM with service controller</td>
<td><strong>5,998.00</strong></td>
<td><strong>100.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0%</strong></td>
<td><strong>0.00</strong></td>
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</tr>
<tr>
<td><strong>Nimble Storage - Nimble Protection Manager - Storage Replication (Array Based Replication) - Due to Prod/DR having same SAN - ** Not Required Due to NPM</strong></td>
<td><strong>7,800.00</strong></td>
<td><strong>100.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0%</strong></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td><strong>Per RFP - 1 yr of Solution Support Included: Support includes, VMware Support, UCS support and Nimble Support</strong></td>
<td><strong>16,790.00</strong></td>
<td><strong>100.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0%</strong></td>
<td><strong>0.00</strong></td>
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<tr>
<td><strong>Per Solution: Cisco UCS limited Hardware Warranty - provided Vendor for 3yr - ** Included in Prod/DR bundle</strong></td>
<td><strong>3,645.00</strong></td>
<td><strong>100.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0%</strong></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td><strong>Per Solution: Nimble Storage Hardware/Support - Covered for 1yr includes 4hr, 24x7 Support</strong></td>
<td><strong>3,982.00</strong></td>
<td><strong>100.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0%</strong></td>
<td><strong>0.00</strong></td>
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<tr>
<td><strong>Nimble Storage Hardware/Support: additional 4 yrs estimated - Optional - $3982/yr pre-discount</strong></td>
<td><strong>15,928.00</strong></td>
<td><strong>30.00</strong></td>
<td><strong>11,149.60</strong></td>
<td><strong>0%</strong></td>
<td><strong>11,149.60</strong></td>
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<tr>
<td><strong>Cisco UCS Hardware/Support: additional 4 yrs estimated - Optional - $2899/yr pre-discount</strong></td>
<td><strong>11,596.00</strong></td>
<td><strong>20.00</strong></td>
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<td><strong>9,276.80</strong></td>
</tr>
</tbody>
</table>

**Total** | **394,168.00** |

**Discount** | **-221,374.07** |

**Subtotal** | **172,793.93** |

**Tax** | **0.00** |

**Shipping** | **0.00** |

**Grand Total** | **172,793.93**

**MEMO:**

Thank you for your business!

Customer Signature ____________________________ Date ____________________________

NRC = "Non-recurring charge". A one-time charge established for installation and construction, or purchase of equipment.
MRC = "Monthly recurring charge" and specifies the monthly charge for the service.
ARC = "Annual recurring charge" and specifies the annual charge for the service.

Assumptions:
1) The price's set forth herein constitute a non-binding quote good for 30 Days. Final terms and conditions shall be set forth in a formal agreement between the parties. The price quoted is exclusive of all applicable federal or state sales or excise taxes or universal service fund, utility or similar fees and taxes levied or imposed upon Syndeo or customer arising from or relating to the provision of the services quoted herein, all of which shall be separately charged to customer.
2) Building License Fees are not included in the price quoted above and will be added (if required) in a final quote.
3) The network design associated with pricing assumes the fiber backbone will extend to the Syndeo demarcation points within locations listed above. The typical Syndeo demarcation point is located in the basement of a building. Customer to provide rack, space, and power for Syndeo dedicated equipment at each location.
Exhibit B: Proposal Sheet

Note: the Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Proposer certifies that they are not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting proposal rigging or proposal rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: Syndeo Networks, Inc.

Total, Not-To-Exceed Price: $172,793.93

☒ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

| If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal. |
| Will you be utilizing a subcontractor? □ YES ☒ NO |
| If yes, have you included all required information with your proposal submittal? □ YES □ NO |
| Are your subcontractors registered to do business with the City? □ YES □ NO |

- OR-

INDEMNIFICATION: The Proposer hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Proposer be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Proposer agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this proposal package.
I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this proposal complies with the Proposer Certifications included in the Form of Agreement attached as Exhibit D.

**TOTAL PRICE:** The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

Syndeo Networks, Inc
Proposer's Firm Name

300 Cardinal Drive, Suite 110
Street Address

Saint Charles, IL 60174
City State Zip Code

630 457 4218
Phone Number

2/14/17
Date

Signed Name and Title

Amit Patel, CEO
Print Name and Title

apatel@syndeonetwork.com
E-mail Address

630 457 4240
Fax Number
**Exhibit C: Detailed Exceptions Sheet**

**EXCEPTIONS:** Any exception to any term of this document or to the Agreement must be clearly noted on the *Detail Exceptions Sheet(s).* Failure to do so may be reason for rejection of the proposal. It is not our intention to prohibit any potential Proposer from proposing by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

**DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH PROPOSAL SHEET. ATTACH ADDITIONAL PAGES IF NECESSARY.**

Proposer's exceptions are:

<table>
<thead>
<tr>
<th>SECTION NUMBER</th>
<th>EXCEPTION TITLE</th>
<th>EXCEPTION DETAIL</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
Syndeо References

1. Organization: City of Rochelle
Address: 333 Lincoln HWY
City, State, Zip Code: Rochelle, IL 61088
Telephone Number: 815 562 4155
Contact Person: Scott Koteski
Date of Project: 11/1/2013

2. Organization: Ogle County
Address: 105 South 5th St
City, State, Zip Code: Oregon, IL 61061
Telephone Number: 815 732 1153
Contact Person: Larry Callant
Date of Project: 5/2/15

3. Organization: Northern Illinois University
Address: Lowden Hall 204
City, State, Zip Code: DeKalb, IL 60115
Telephone Number: 815 753 7220
Contact Person: Herb Kuryliw
Date of Project: 1/10/16

4. Organization: Autometer Products
Address: 413 W. Elm St
City, State, Zip Code: Sycamore, IL 60178
Telephone Number: 866 248 6356
Contact Person: Jeff Hauman
Date of Project: 9/2/15

5. Organization: Ottawa PD
Address: 301 W Lafayette St.
City, State, Zip Code: Ottawa, IL 61350
Telephone Number: 815 433 2131
Contact Person: Glen Cole
Date of Project: 6/1/2014
Exhibit D: Form of Agreement

Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Syndeo Networks, Inc." hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City’s issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City’s express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City’s express, written consent shall be solely at the expense of the Contractor.
D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. **Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.**

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:
The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to Carney v. Union Pacific Railroad Company, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor’s selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City’s relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City’s equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its’ own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor’s work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor’s compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is
responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq., including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for proposal rigging or proposal rotating under 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS 5/33-4 (Proposal Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from proposaling on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse
program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

_Responsible Contractor Requirements:_ The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

_Non-Discrimination, Certification, and Equal Employment Opportunity:_ The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

_Record Retention and Audits:_ If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

_United States Resident Certification:_ (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☒ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

_Tax Payer Certification:_ Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _20461255_ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

_Authorized in Illinois:_ The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, _et. seq._ Where applicable, the Contractor certifies that it is not barred from proposaling by virtue of having been adjudicated to have committed a willing or knowing
violation of Section 42 of the Environmental Protection Act within the five years preceding this proposal, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the proposalding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnites””) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor’s employees, contractors or subcontractors, the City or City Indemnites or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnites. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the
City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the
sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

L. Notices:
All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:

City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

For the Contractor:

Amit Patel
 Syndeo Networks
300 Cardinal Drive, Suite 110
Saint Charles, IL 60174

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further
shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

Agreed to this 27th day of March, 2017.

City of DeKalb

City Mayor/Manager

Contractor

City Clerk

[Signatures]
Exhibit E: Fee Schedule
Exhibit F: Description of “the Work”

This project consists of the provision of the following Work:

Background Information

The Information Technology (IT) Department for the City is centralized with a staff of four. IT supports all technology functions for the City and supports internal customers as well as external customers. This current project directly impacts public safety, and proper consideration should be taken as it relates to system availability and reliability.

Existing Infrastructure pertaining to this project include:

- Four (4) - Dell PowerEdge R720xd
- VMWare Small Business Essentials License
- Fifteen (15) - Virtual Servers
  - Total RAM utilization for the existing environment is 116 GB
  - Total vCPU utilization for the existing environment is 30 vCPU

All servers use Microsoft Windows Server version 2008 and newer as operating systems. Connections to both main environment and proposed DR site have generated power, at least 8U rack space, and 1GB fiber-optic connection between.

General Description

Servers
The server configurations indicate preferred components and are broken out in the proposal detail sheet. The acceptable manufacturers for servers are Cisco, HP, and Dell.

The proposer is responsible for verifying the configurations as indicated and including any and all components required to make the server operational as specified. This will include riser boards, hot swap hard drive cages, internal cabling, etc.

Configuration and Testing Fee
Servers will be delivered to the City location pre-assembled and pre-tested by the proposer or their representative. Unassembled and/or untested systems received will result in a configuration and testing fee of $200 per device. This will be deducted from the total amount owed to the proposer, unless authorized by the City IT representative.

VMWare Licenses
There are no substitutions, or alternatives, allowed for the VMWare Licenses. Licenses can be purchased through any programs or vendors which provide the latest valid licenses and support. This includes purchases through HP, IBM, etc.
VMWare licensing will be for four (4) processors to include with the number of hosts proposed. Enterprise perpetual host licensing (per host as opposed to per processor) will also be considered.

License bundles may be permitted if they encompass all of the licenses indicated in the proposal. The City is looking to use, as leverage, vMotion capabilities for high availability, and quick provisioning using templates to increase efficiencies and reliability. The proposal must natively and completely include these capabilities as part of the solution.

The proposal price for the VMWare License will include one (1) year production maintenance.

SPECIFICATIONS

The following are minimum specifications as individual units:

Server Specifications (Minimum)
- 2 – 3 GHz Processors (8 core) (minimum)
- 128 GB ECC RAM (minimum) – no more than half slot capacity used
- DVD-RW Optical Drive
- 2 – 120GB 6G SATA 3yr Warranty Solid State Drive (minimum) – Hot swap Drives – Mirrored
  - Additional local storage will be required if not attached to a central storage device (For instance: A Disaster Recovery component)
  - If local storage is the preferred option, RAID levels for drives will need to be clearly identified
  - Expansion of local storage strategy to meet the City's needs will need to be identified if local storage is provided as an option
- 6 – 1 GB Ethernet NICs total each server
- 2 – 10GB Ethernet NICs total each server
- Redundant Power Supplies with 110V 13 Amp 1.83m Power Cords
- 1U Cable Management Arm for Easy Install Rail Kit
- 5 year 4 hour 24x7 On-site Support
- Full Remote Management/Monitor/Diagnostic License (example: full ILO for HP)

Storage Specifications
- Storage is initially covering public safety; however, it will be expanded to include all City datacenter needs
- It is important to note that public safety may evolve into a multi-tenant environment
  - Throughput from customers will be in the 1GB range, so the bottleneck must not be in the server/storage connection
- Active/Active redundancy is required for communication between the VMWare hosts and storage
- Storage connections to server must be a minimum of 10GB
- Storage should be either full Solid State or a minimum of a hybrid storage
  - **NOTE:** Disaster Recovery Storage may be proposed as slower, enterprise-class spinning disk
    - Disaster Recovery options will be discussed at the Pre-Proposal Meeting
    - Disaster Recovery should be assumed to be capable of 100% recovery
- 12-14 TB minimum of total useable disk space
- Storage must be scalable beyond initial requirements
- Storage must have fault-tolerance for at least two drive failures
- Storage must have redundant power supplies

**Licensing Specifications**
VMware vSphere (Latest Version) Enterprise Plus for 1 processor + Production Support for 1 Year New (not an upgrade). Proposer will be required to process licensing as part of this proposal.

**Professional Services Specifications**
Proposer will install, configure, test, and report on all aspects of this project. The proposer will also be required to train City staff on maintenance and administration of all aspects of the technology. In addition to outlined training, City Staff will be allowed to oversee the installation and configuration of the equipment. City Staff will also set the parameters for testing the failover and disaster recovery of the system once installed and configured. The vendor will provide support for the solution provided in this RFP for the term of this agreement as outlined in Section 3.12.

**Timeline**
This project is expected to be fully completed, including testing and training, before December 29, 2017. Vendors are to approach this project with this timeline in mind.

Unless otherwise noted, all services, materials, labor, knowledge, skill, expertise, or other resources required to lawfully complete the Project in accordance with all applicable regulations and these Contract Documents shall be provided exclusively by Contractor.
### Exhibit G: Project Checklist

<table>
<thead>
<tr>
<th>Requirement</th>
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<th>No</th>
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<tr>
<td>Attended Pre-Proposal Meeting</td>
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<td>X</td>
</tr>
<tr>
<td>Timely Submitted Proposal</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Proposal Sealed and Properly Labeled</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>All Pages Submitted</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Proposal Bond Required?</td>
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<td></td>
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<tr>
<td>Proposal Bond Submitted</td>
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<td>X</td>
</tr>
</tbody>
</table>

**Date of Proposal Opening:** 2/28/17 12:00 PM

**Selected Proposer:**

**Date of Proposer Notification:**

**Selected Proposer Acknowledged Proposal Award (Date: )**

Subcontractors identified and authorized

**Contract Signature:**

Proposer Provided Signed Contract within 5 days

**Pre-Performance Items:**

Performance Security Required?

Performance Security Provided (prior to start of work)

Certificates of Insurance Provided (prior to start of work)

Pre-Performance/Pre-Delivery Meeting Conducted

**Pre-Payment Items:**

Lien Waivers Received

Prevailing Wage Records Received

City Punchlist Approval Received

Warranty, Retention or Maintenance Bond Required?

Warranty, Retention or Maintenance Bond Received

Warranty, Retention or Maintenance Bond Period Close Reminder Docketed? ¹

**Warranty/Retention/Maintenance Bond Instructions:**

---

¹ It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.
Exhibit H: Subcontractor Listing

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

#2:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
Exhibit I: City Punchlist and Acceptance Notice

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

Punchlist items for correction:

<table>
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<tr>
<th>Item Description</th>
<th>Date Corrected and Approved by City Representative</th>
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</thead>
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Date of Punchlist Item Completion and Project Completion: __________________________ (Note: the following day shall serve as the first day of the warranty period for this project).

City Representative Certification:

I, ______________ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

________________________   ____________
Signature            Date
Contractor Certification:

I, __________________ (Contractor’s Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City’s satisfaction, and that this project is otherwise ready for final payout.

_____________________________       ________________
Signature                        Date
Exhibit I: Form of Proposal Addendum

Proposal Addendum:

Name of Project: ________________________________

General Description of Project:

________________________________________________

Website Link: ________________________________

Date of Addendum: _________________

Description:
## Proposal: CODKLB- RFP - Public Safety - Primary/DR Active/Standby - Revised #340

<table>
<thead>
<tr>
<th>Prepared For</th>
<th>Prepared By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Thorson</td>
<td>Amit Patel</td>
</tr>
<tr>
<td>City of DeKalb</td>
<td>Syndeo Networks Ltd</td>
</tr>
<tr>
<td>200 South 4th St. DeKalb, IL 60115</td>
<td>PO Box 833</td>
</tr>
<tr>
<td>8157482330</td>
<td>Saint Charles, IL 60175</td>
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<td>630 457 4218</td>
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### Quotation Date
- **Valid Until:**
  - 03/30/2017

### Recurring Term
- **Payment Terms:** Net 30

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<td>Cisco UCS B200M Entry Bundle - Primary Site</td>
<td>Cisco Fabric (2), Chassis (1), Servers (2)</td>
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<tr>
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<td>Cisco Fabric Interconnect (Fi): 32 Fixed 1/10/40 Gbps Ports, Redundant Power, Fan, and Mgmt Module - ** FI QTY 2</td>
<td>5100 Chassis - support 8 Blade Servers, 2 IOMs, 4 Power Supplies (N+1), 8 Fan modules. - ** QTY 1</td>
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<td>B200-M3 servers with intel xeon e5-2909 v2 Processors (QTY 2), 128GB of RAM, LSI RADI controller, CIMO and BIOS Software Defined Networking (SDN) ready, with KVM (IP included) via FL - ** SVR QTY 2</td>
<td>Cisco UCS B200M Entry Bundle - DR site</td>
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<td>Cisco Fabric (2), Chassis (1), Servers (2)</td>
<td>Cisco Fabric Interconnect (Fi): 32 Fixed 1/10/40 Gbps Ports, Redundant Power, Fan, and Mgmt Module - ** FI QTY 2</td>
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<td>5100 Chassis - support 8 Blade Servers, 2 IOMs, 4 Power Supplies (N+1), 8 Fan modules. - ** QTY 1</td>
<td>B200-M3 servers with intel xeon e5-2909 v2 Processors (QTY 2), 128GB of RAM, LSI RADI controller, CIMO and BIOS Software Defined Networking (SDN) ready, with KVM (IP included) via FL - ** SVR QTY 2</td>
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<td>Nimble Storage Controller CS1000 24TB Raw Storage with 4 hr Support with NPM ** Hybrid Storage Primary Site</td>
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**Notes:**
- **List:** The estimated cost of the product.
- **Discount:** The percentage discount applied to the list price.
- **Sale Price:** The price after discount.
- **Tax:** The tax applied to the sale price.
- **Total:** The total cost including tax.

- **FI:** Fixed Infrastructure
- **QTY:** Quantity
- **SVR:** Service View Ready
- **NPM:** Network Performance Monitoring
- **KVM:** Kernel-based Virtual Machine
- **SDN:** Software-Defined Networking
- **FL:** Full Lifecycle
- **SVR QTY 2:** 2 Units
- **FI QTY 2:** 2 Units
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<tr>
<th>Service Address:</th>
<th>Monthly Recurring Cost: $ 0.00</th>
<th>Non-Recurring Cost: $ 146,464.28</th>
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<td>Grand Total</td>
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MEMO:

Thank you for your business!

Customer Signature ___________________________ Date ___________________________

NRC = "Non-recurring charge", a one-time charge established for installation and construction, or purchase of equipment.
MRC = "Monthly recurring charge" and specifies the monthly charge for the service.
ARC = "Annual recurring charge" and specifies the annual charge for the service.

Assumptions:

1) The price's set forth herein constitute a non-binding quote good for 30 Days. Final terms and conditions shall be set forth in a formal agreement between the parties. The price quoted is exclusive of all applicable federal or state sales or excise taxes or universal service fund, utility or similar fees and taxes levied or imposed upon Syndeo or customer arising from or relating to the provision of the services quoted herein, all of which shall be separately charged to customer.
2) Building License Fees are not included in the price quoted above and will be added (if required) in a final quote.
3) The network design associated with pricing assumes the fiber backbone will extend to the Syndeo demarcation points within locations listed above. The typical Syndeo demarcation point is located in the basement of a building. Customer to provide rack, space, and power for Syndeo dedicated equipment at each location.
Flash Performance for Every Mainstream Application

The Nimble Adaptive Flash array is the industry’s only predictive hybrid flash array. It combines a flash-optimized architecture with InfoSight™ Predictive Analytics — giving you the fastest, most reliable access to data. Backed by Nimble’s Timeless Storage™, there is no need to pay for optional software and forklift upgrades are a thing of the past.

Speed with Efficiency
Purpose-built flash architecture delivers sub-ms performance with unparalleled efficiency. And it’s five times faster than other hybrid solutions.

Adaptive Service Levels
Assign, or change, the service level of an application at the click of a button.
• Auto Flash: High performance for mainstream applications
• All Flash: Guaranteed flash performance for the most performance sensitive applications
• Minimal Flash: Optimized for lowest cost of capacity

Non-Disruptive Scalability and Flexibility
Independently grow the capacity and performance of an array and scale the amount of flash to suit any application. Scale-out to petabytes at sub millisecond latency with up to 4 arrays managed as one.

Absolute Resiliency
• 99.9999% measured availability through predictive analytics and “no single point of failure” hardware and software design.
• Triple+ Parity RAID: Tolerate three simultaneous drive failures plus additional protection from intra-drive parity.
• SmartSecure encryption: Application-granular, FIPS-certified encryption, and secure data shredding provides end-to-end security for data at rest and on-the-wire when replicated offsite.

Simple to Manage
• Storage is pre-configured and optimized for applications out-of-the-box. Tasks like selecting RAID-level, media layout, aggregations and reserves are no longer required. Initial configuration and set-up can be completed in less than two hours. Routine storage management operations can be completed in minutes.
• Manage storage at VM-level granularity using VMware vVols or through a vCenter plugin.
• Integration and certification with major hypervisors, applications, and infrastructure components.

Nimble Storage CS-Series Arrays
The CS1000 array provides value and capacity for small to medium-sized IT organizations or remote offices, for mixed mainstream workloads.

The CS3000 and CS5000 are ideal for midsize IT organizations or distributed sites of larger organizations. These arrays offer the best capacity per dollar for mixed mainstream workloads and for virtual server consolidation.

The CS7000 offers the highest performance for larger-scale deployments or IO-intensive mixed mainstream workloads and provides the best performance and IOPS per dollar. It is designed for consolidating multiple large-scale critical applications with aggressive performance demands.

Performance and Scalability
• Scale-up capacity and performance non-disruptively in an array
• Scale-out with up to four arrays managed as one
• Achieve multiple petabytes and over 1 million IOPS at sub-ms latency

One Third the TCO of Legacy Hybrid Flash
• Write to disk at flash like speeds through write serialization
• Inline compression and zero pattern elimination
• Integrated data protection efficiency
• Ground-up design efficiently leveraging flash as a cache

Absolute Resiliency
• Non-stop availability measured at 99.9999%
• Triple+ parity RAID
• Application granular encryption and secure data shredding

“Our customers see large data sets, small data sets and diverse workloads. Nimble’s CS700 and all-flash expansion shelf combine to offer customers a means of covering lots of ground in terms of both performance and capacity, within an attractively small data center footprint.”

Jeff Thomas
Director of IT Operations
MarkLogic
## Adaptive Flash Array Specifications

<table>
<thead>
<tr>
<th>Nimble CS-Series Array</th>
<th>CS1000H</th>
<th>CS1000</th>
<th>CS3000</th>
<th>CS5000</th>
<th>CS7000</th>
<th>Scale-Out4 4x CS7000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raw Capacity (TB/TiB)4</td>
<td>11-1,198/ 10-1,090</td>
<td>21-1,218 / 19-1,108</td>
<td>21-1,470 / 19-1,337</td>
<td>21-1,470 / 19-1,337</td>
<td>21-1,470 / 19-1,337</td>
<td>5,880 / 5,348</td>
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<tr>
<td>Usable Capacity (TB/TiB)4</td>
<td>7-952 / 6-866</td>
<td>16-982/ 14-863</td>
<td>16-1,185/ 14-1,078</td>
<td>16-1,185/ 14-1,078</td>
<td>16-1,185/ 14-1,078</td>
<td>4,742 / 4,313</td>
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<tr>
<td>Effective Capacity (TB/TiB)4,5</td>
<td>13-1,905 / 12-1,733</td>
<td>32-1,864 / 29-1,786</td>
<td>32-2,371 / 29-2,156</td>
<td>32-2,371 / 29-2,156</td>
<td>32-2,371 / 29-2,156</td>
<td>9,484 / 8,626</td>
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<tr>
<td>Max # of Expansion Shelves (Hybrid/All Flash)</td>
<td>6 / 1</td>
<td>6 / 1</td>
<td>6 / 1</td>
<td>6 / 1</td>
<td>6 / 1</td>
<td>24 / 4</td>
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<tr>
<td>Flash Capacity (TB/TiB)4</td>
<td>0.5-28 / 0.4-25</td>
<td>0.7-28 / 0.65-25</td>
<td>0.7-36 / 0.65-33</td>
<td>0.7-76 / 0.65-69</td>
<td>0.7-108 / 0.65-98</td>
<td>2.9-432 / 2.6-393</td>
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<tr>
<td>RAID Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Triple+ Parity</td>
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<tr>
<td>Max IOPS (100% Read)</td>
<td>40,000</td>
<td>40,000</td>
<td>60,000</td>
<td>140,000</td>
<td>270,000</td>
<td>1,080,000</td>
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<tr>
<td>Max IOPS (70% Read / 30% Write)</td>
<td>35,000</td>
<td>35,000</td>
<td>50,000</td>
<td>120,000</td>
<td>230,000</td>
<td>920,000</td>
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<td>Onboard iSCSI/Msgmt 1Gb/10Gb ports per array4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>16</td>
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<tr>
<td>Optional iSCSI 1Gb ports per array4</td>
<td>4 or 8</td>
<td>4 or 8</td>
<td>4, 8, or 12</td>
<td>4, 8, or 12</td>
<td>4, 8, or 12</td>
<td>Up to 48</td>
</tr>
<tr>
<td>Optional iSCSI 10 Gb ports per array4</td>
<td>4</td>
<td>4</td>
<td>4, 8, or 12</td>
<td>4, 8, or 12</td>
<td>4, 8, or 12</td>
<td>Up to 48</td>
</tr>
<tr>
<td>Optional FC 8Gb/16Gb ports per array</td>
<td>4 or 8</td>
<td>4 or 8</td>
<td>4, 8, 12, 16, 20, 24</td>
<td>4, 8, 12, 16, 20, 24</td>
<td>4, 8, 12, 16, 20, 24</td>
<td>96</td>
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<tr>
<td>Max Power Requirement (Watts/ kVA)</td>
<td>500W / 0.58kVA</td>
<td>800W / 0.87kVA</td>
<td>700W / 0.78kVA</td>
<td>800W / 0.89kVA</td>
<td>900W / 1kVA</td>
<td>3600W / 4kVA</td>
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<tr>
<td>Thermal (BTU)</td>
<td>1,638</td>
<td>1,965</td>
<td>2,293</td>
<td>2,620</td>
<td>2,948</td>
<td>11,792</td>
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</table>

## ES2 Expansion Shelves

<table>
<thead>
<tr>
<th>ES2 Hybrid</th>
<th>ES2 All Flash for Hybrid7</th>
</tr>
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<tbody>
<tr>
<td>Raw Capacity (TB/TiB)4</td>
<td>21-210 / 18-190</td>
</tr>
<tr>
<td>Usable Capacity (TB/TiB)4</td>
<td>16-169 / 14-154</td>
</tr>
<tr>
<td>Effective Capacity (TB/TiB)4,5</td>
<td>32-337/ 28-308</td>
</tr>
<tr>
<td>Flash Capacity (TB/TiB)4</td>
<td>0.7-106 / 0.7-98</td>
</tr>
<tr>
<td>Max Power Requirement (Watts/ kVA)</td>
<td>600/0.56</td>
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<tr>
<td>Thermal (BTU)</td>
<td>1638</td>
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</table>

**NOTES**

1. CS1000, CS3000, and CS5000 support scale up to any model within the CS family. CS1000H supports scale up to the CS3000H.
2. The CS1000H consists of up to 22 HDDs and 2 DPCs (Dual Flash Carriers). All other CS Series models consist of up to 21 HDD drives and 3 DPCs (holding up to 6 SSDs).
3. Scale-out configuration consists of 4x CS7000 arrays, each with six maximum capacity expansion shelves.
4. Raw, usable, and effective capacities are shown in TB (10^12) and TiB (2^40 bytes). Usable and effective capacities take into account space used for parity, spares, SSD cache, and system overhead.
5. Effective capacity is a range from minimum in the base array to maximum in the array plus expansion shelves. Assumes data reduction of two to one (2X) from compression.
6. Each array controller has 2x 10GbE ports built in. Optional ports are 1GbaseT, 10GbaseT or 10GbE. SFP+.
7. The ES2-4F32 (ES2-All Flash for Hybrid) accommodates up to 48 SSDs, which can be populated in packs of 4 at a time.
8. Weight for the CS1000H is 90 lbs. / 41kg
9. When attached to a CS1000H, capacity is 16-167 / 14-152

## Physical and Environmental Specifications

<table>
<thead>
<tr>
<th>Dimensions</th>
<th>7&quot;H x 17.5&quot;W x 26.5&quot;D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weight4</td>
<td>105 lbs. / 48 kg</td>
</tr>
<tr>
<td>Weight (ES2)</td>
<td>90 lbs. / 41kg</td>
</tr>
<tr>
<td>Weight (ES2-All Flash)</td>
<td>70 lbs. / 32 kg</td>
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<tr>
<td>Operating Temperature</td>
<td>10 - 35° C (50 - 95° F)</td>
</tr>
<tr>
<td>Non-Operating Temperature</td>
<td>0° C - 40° C (32° F - 104° F)</td>
</tr>
<tr>
<td>Operating Humidity</td>
<td>8 - 90%</td>
</tr>
<tr>
<td>Non-Operating Humidity</td>
<td>5 - 95%</td>
</tr>
</tbody>
</table>

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**NIMBLE STORAGE**

211 River Oaks Parkway, San Jose, CA 95134
Phone: 408-432-9600; 877-364-0253
Email: info@nimblestorage.com
www.nimblestorage.com
1. Definitions.
   a) “Customer Materials” means any and all materials or Technology that Customer provides to Syndeo that are required for Syndeo to complete the Deliverables. Customer Materials shall not be included in the Deliverables, unless expressly stated in the Statement of Work (“SOW”).
   
   b) “Consulting Services” means those services provided by Syndeo to Customer as delineated in this SOW.
   
   c) “Deliverables” means the work product from the Consulting Services that Syndeo performs pursuant to this SOW and any Prior Technology incorporated therein.
   
   d) “Derivative Work” means a derivative work within the meaning of the U.S. copyright law.
   
   e) “Intellectual Property Rights” means (by whatever name or term known or designated) copyrights, trade secrets, trademarks, patents, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals and extensions of such rights.
   
   f) “Prior Technology” means any and all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Syndeo or licensed by Syndeo or Customer; and which may be improved or modified in the course of developing the Deliverables.
   
   g) “Technology” means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, and webpages.
   
2. Intellectual Property.
   a) Proprietary Rights. All Intellectual Property Rights and all software, Prior Technology, and Deliverables developed or provided by Syndeo are and remain Syndeo property (“Syndeo Proprietary Works”). All written reports, analyses and other working papers delivered by Syndeo to Customer in the performance of Syndeo’s obligations under this SOW (“Document Work Product”), exclusive of any Intellectual Property Rights embodied therein, belong to Customer. Nothing herein shall preclude Syndeo from developing, using or marketing services or materials that are similar or related to such Deliverables.
   
   
   c) Work Product License. Upon Customer’s payment in full for Deliverables, and to the extent that Syndeo Proprietary Works are contained in the Deliverables, Customer is licensed to (a) use such Syndeo Proprietary Works internally, for the purpose for which the Deliverables were provided, on a non-exclusive, non-transferable, without rights to sublicense, royalty-free, worldwide basis, and (b) make, for internal use only, a reasonable number of copies of the original Document Work Product in amounts reasonably necessary for Customer’s use. Customer shall not sublicense or otherwise transfer to any third party any Syndeo Proprietary Works. Other than as specifically provided herein, Customer may not modify, alter decompile, disassemble, reverse-engineer, or create Derivative Works from the Deliverables.
   
   d) Software License. If Customer is granted a license to use software solely in conjunction with this SOW ("Project License"), such shall consist solely of a non-exclusive, non-transferable, and without rights to sublicense right to use such software only in direct connection with this SOW. The term of the Project License shall start on delivery of the software and expire upon completion of this SOW.
   
   e) Syndeo License. Customer hereby grants to Syndeo a non-exclusive, worldwide, perpetual, royalty-free, non-transferable (except for entities controlling, controlled by, or under common control with Syndeo) license under Customer’s Intellectual Property Rights in the Customer Materials necessary for Syndeo to use, make, copy, modify, and create Derivative Works of the Customer Materials, for the purpose of developing and testing the Deliverables.
   
3. Confidentiality.
   a) Each party shall: (i) treat as confidential all Confidential Information of the other party, (ii) not use such Confidential Information except to exercise its rights and perform its obligations under this SOW, (iii) not disclose such Confidential Information to any third party for a period of three (3) years from the date of disclosure; and (iv) not make Confidential Information available to any of its employees or consultants except those that have signed an agreement containing disclosure and use provisions similar to those set forth herein and have a “need to know” in order to carry out the purpose set forth above. Without limiting the foregoing, each party shall use at least the same degree of care to prevent the disclosure of the Confidential Information of the other party that it uses to prevent the disclosure of its own confidential information of like importance, except for source code which shall at all times be kept in the strictest confidence. Without limiting the foregoing, the restrictions on disclosure and use set forth herein shall not restrict or limit the right of the receiving party to (a) independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the disclosing party; or (b) assign personnel for any purpose.
   
   b) “Confidential Information” means: (i) any information or materials provided by one party to the other party which are in tangible form and labeled “confidential” or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, are summarized, appropriately labeled, and provided in tangible form. Notwithstanding the foregoing, the following information shall always be deemed to be Confidential Information whether or not reduced to writing or marked confidential: for Syndeo, its product roadmaps, source code, formulae, processes, methodologies, release dates, feature sets, and strategic business plans, and for Customer, its architecture, customer data, and strategic business plans.
   
   c) Confidential Information shall not include, or shall cease to include, as applicable, information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party without restriction at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of Confidential Information of the disclosing party; or (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party. The receiving party may disclose the other party’s Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, provided the receiving party gives the disclosing party prompt notice thereof to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
   
   a) Syndeo Warranties. Syndeo warrants that the Consulting Services to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry. Customer must notify Syndeo of any failure to so perform within ten (10) days after the completion of the Consulting Services. Syndeo’s entire liability and Customer’s sole remedy for Syndeo’s failure to so perform shall be for Syndeo to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate this SOW and refund that portion of any fees received that correspond to such failure to perform.
   
   b) Disclaimer of Additional Warranties. THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CONSULTING SERVICES AND DELIVERABLES, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND SYNDEO DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. SYNDEO WILL NOT BE LIABLE FOR ANY THIRD-PARTY SERVICES OR PRODUCTS IDENTIFIED OR REFERRED TO CUSTOMER BY SYNDEO.
   
   c) Syndeo shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof, under this SOW. Syndeo’s total liability under this SOW shall not exceed the fees paid for the Consulting Services and Deliverables provided by Syndeo under this SOW.
5. Acceptance. Customer will acknowledge receipt and acceptance/rejection of all Deliverables, including signed timesheets (if applicable), associated with this SOW within ten (10) business days of delivery (not including Federal Holidays). If such acknowledgment is not received within this period, all Deliverables will be deemed accepted and accepted. Customer shall use the Project Milestone Completion Form attached as Appendix A to indicate acceptance of Deliverables.

6. Fees and Payment.
   a) Payment. Syndeco will provide the Consulting Services as outlined in this SOW for a fixed price as indicated in the proposal. The fees are based on the scope of work and the estimated time required to complete the project. The fees do not include any additional services or changes not specified in the SOW. Customer shall make payment to Syndeco as indicated in the SOW for the services rendered. All fees are payable in advance and are non-refundable.

   b) Taxes. All charges and fees provided for in this SOW are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse Syndeco for all federal, state, local sales, use, personal property, withholding, excise or other taxes, fees, or duties arising out of this SOW or the transactions contemplated by this SOW (other than taxes on the net income of Syndeco). If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Syndeco hereunder, Customer agrees to gross up payments actually made such that Syndeco shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy.

   c) Late Payments. All amounts that are not paid by Customer as required by this SOW shall be subject to a late charge equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law. If payment of any fee is overdue, Syndeco may also suspend provision of the Consulting Services until such delinquency is corrected.

   d) Currency. All charges and fees provided for in this SOW shall be in the currency described in this SOW.

   e) Cancellation. A minimum of fifteen (15) business days written notice is required for rescheduling or cancelling this SOW prior to the commencement of the Consulting Services. A full refund less any expenses (e.g., airfare) will be provided if said notice is given. The entire payment is owed if this SOW is canceled with less than said notice.

7. Term and Termination. This SOW will be in full force and effect until (i) Customer's acceptance of the final Deliverable, or (ii) Syndeco and Customer mutually terminate this SOW in writing. Sections 1, 2, 3, 4, 6, 7, 8, and 9 will survive termination or expiration of this Agreement.

8. Non-solicitation. During the term of this SOW, and for a period of one (1) year thereafter, Customer will not solicit or encourage any of Syndeco's technical or management employees to work elsewhere and Customer will not directly or indirectly hire or retain the services of any of Syndeco's technical or management employees without the prior written consent of Syndeco. In the event that Customer violates this provision, Customer will immediately remit to Syndeco an employment fee equal to fifty (50%) of the employee's starting salary.

   a) No Assignment. This SOW and any rights or obligations of Customer under it may not be assigned, subcontracted or otherwise transferred by Customer, in whole or in part, without the prior written consent of Syndeco. Syndeco may assign this SOW in connection with this SOW without any further action or otherwise modify, the rights, duties or obligations of the parties under this SOW, regardless of any failure of Syndeco to object to such terms, provisions or conditions. Syndeco hereby rejects any such additional or conflicting terms and conditions on any Syndeco Purchase Order, acknowledgement or other business form, unless expressly otherwise agreed to by the parties in writing.

   b) Independent Contractors. The relationship of Syndeco and Customer established by this SOW is that of independent contractors. Nothing contained herein shall constitute either party the agent of the other party, or otherwise grant either party the authority to bind the other party to any obligation, or constitute the parties as partners or joint ventures and neither party shall hold itself out as being an agent having such authority. Customer shall make no representations or warranties on behalf of Syndeco with respect to the Consulting Services and/or Deliverables.

   c) No Warranties. No employee, agent, representative or affiliate of Syndeco has authority to bind Syndeco to any oral representations or warranty concerning the Deliverables. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

   d) Governing Law. This SOW will be governed by the laws of the State of Illinois and the United States of America, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts of Kane County, Illinois. Notwithstanding the foregoing, either party may seek injunctions to prevent and/or stop any breach of, and otherwise enforce its intellectual property rights of whatever nature and/or rights in Confidential Information in the courts of any country, state or other territory which accepts jurisdiction.

   e) Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform any or all of this SOW if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

   f) Export Control. Customer will obtain any export licenses that may be required under applicable U.S. laws prior to any export or re-export of products or information provided under this SOW.

   g) End User License Agreement. In the event the Consulting Services involve Syndeco software products licensed to Customer under a separate license agreement, unless otherwise provided herein, the terms set out in such separate license agreement shall apply with respect to each such Syndeco software product.

   h) Acknowledgment. Unless otherwise stated in this SOW, Customer acknowledges that the Consulting Services set forth in this SOW do not include significant production, modification or customization of Syndeco licensed software.

   i) Security Clearance. Customer acknowledges that if any security resource requirements are required for the Consulting Services pursuant to this SOW, Customer will issue the appropriate security specfications and/or DODSS to Syndeco.

   j) Counterparts. This SOW may be executed in counterparts, each of which so executed will be deemed to be original and such counterparts together will constitute one and the same agreement. This SOW may be executed and delivered by facsimile or in Portable Document Format ("PDF") and the parties agree that such facsimile or PDF execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or PDF signatures as evidence of the execution and delivery of this SOW by all parties to the same extent that an original signature could be used.

   k) Entire Agreement. This SOW (including the Exhibits) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may issue to Syndeco in connection with this SOW will have any effect on, or otherwise modify, the rights, duties or obligations of the parties under this SOW, regardless of any failure of Syndeco to object to such terms, provisions or conditions. Syndeco hereby rejects any such additional or conflicting terms and conditions on any Customer purchase order, acknowledgement or other business form, unless expressly otherwise agreed to by the parties in writing.