

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 17, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Replacement of IT Network Backup Hardware	Resolution Ordinance ✓ Motion Discussion Only	Bill Herman Assistant Director of Info. Services

SYNOPSIS

A motion is requested to authorize the purchase of backup storage hardware from Peters & Associates, Inc. of Oakbrook Terrace, IL in the amount of \$29,995.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY12 budget includes \$30,000 in the Equipment Replacement Fund for this purchase.

RECOMMENDATION

Approval on the April 17, 2012 Consent Agenda.

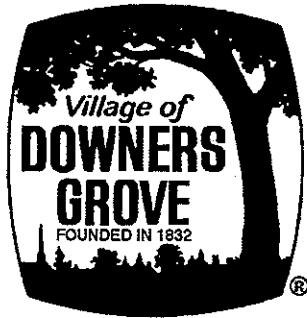
BACKGROUND

The current network back-up hardware is approximately six years old and is no longer sufficient to meet the Village's needs. This is primarily due to the amount of data stored by the Village, which has grown over the past several years. The replacement of this system was planned as part of the Village's 2012 equipment replacement purchases.

In March, the Village issued a Request for Proposal (RFP) for a new backup solution. The Village received four responses to the RFP and is recommending the lowest qualified proposal. The proposal submitted by Peters & Associates met all of the Village's specifications.

ATTACHMENTS

Contract



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Peters & Associates, Inc.

Project Name: DISK BASED BACKUP
Proposal No.: RFP-013-2012/TT
Proposal Due: March 19, 2012, 2:00 p.m.
Pre-Proposal Conference: None

Required of Awarded Contractor:
Certificate of Insurance: Yes

Legal Advertisement Published: March 6, 2012
Date Issued: March 6, 2012
This document consists of 20 pages.

Return **original** and **two duplicate** copies of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to March 19, 2012, 2:00 p.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 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 Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, 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.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military

status, sexual orientation, sexual identity or an unfavorable discharge from military service; 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.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) 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.
- 10.1.3 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, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 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 Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the

transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to

Village of Downers Grove

the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.

- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60

day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer

will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAIL SPECIFICATIONS

The Village of Downers Grove is looking for a disk based backup solution. The system must present the backup storage as one or more CIFS shares and must be compatible with our current backup software. We currently backup standalone servers and NAS storage using CA ArcServe but are in the process of migrating to BackupExec. Our virtual environment (VMware) is being backed up using Veeam Backup and Replication. The proposed solution must fully support Veeam including Veeam's instant recovery allowing a virtual machine to be run directly from the backup without restoring to disk first, as well as support both BackupExec and ArcServe.

Currently we have approximately 3.5 TB of data in virtual machines and another 2.5TB of data on NAS and standalone servers. Proposed system should be sized to hold a minimum of two weekly full backups and daily incremental backups.

The Village will only consider proposals that compress and de-duplicate stored data and are specifically designed for disk based backup.

Proposed system should allow for future growth. Currently the Village will only be backing up to a single location but future plans call for a disaster recovery site. Any proposed system should allow for a second unit placed at a disaster recovery site connected via a WAN link and allow both units to be managed as a single entity.

Respondent proposals should include the cost of hardware and first year's maintenance and support. The Village is planning on installing the system ourselves and do not want any installation costs included above and beyond those included with the hardware purchase proposed. Any proposed hardware should be user installable with minimal support from the manufacturer.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

Thank you for the opportunity to respond to the Village of Downers Grove's RFP for your Disk Based Back-up project. We have reviewed your RFP with several members of our technical staff and have developed the attached response to your request for your review and approval.

Peters & Associates is has provided the Village of Downers Grove with a recommendation of ExaGrid's EX7000 disk based backup solution. The proposed ExaGrid system meets the Villages' requirements outlined in this RFP:

- ExaGrid's system fully supports Veeam including Veeam's instant recovery allowing a virtual machine to be run directly from the backup without restoring to disk first, as well as support for both BackupExec and ArcServe.
- ExaGrid's system is compatible with Downers Grove's Back-up software: CA ArcServe (old), Symantec BackupExec. (new), Veeam Backup and Replication (VMware virtual environment)
- ExaGrid's system presents the backup storage as one or more CIFS shares
- ExaGrid's system addresses the current approximately 3.5 TB of data in virtual machines and another 2.5TB of data on NAS and standalone servers.
- ExaGrid system is sized to hold a minimum of two weekly full backups and daily incremental backups.
- ExaGrid's system compresses and de-duplicate stored data and is specifically designed for disk based backup.
- ExaGrid's system allows for future growth
- Though the Village is only backing up to a single location today, ExaGrid will support their future plans for a disaster recovery site and allow for a second unit to be placed at a disaster recovery site connected via a WAN link and allow both units to be managed as a single entity.

Peters & Associates RFP response below includes the cost of hardware and first year's maintenance and support for ExaGrid's EX7000. We have not included any installation costs included above and beyond those included with the hardware purchased, since the Village is planning on installing the system themselves.

Recommended Solution: ExaGrid EX7000:

Qty	Part #	Hardware	Price	Totals
1	EX-16TB-DB	EX7000 - Disk Capacity Raw: 16 TB, useable, 13 TB	\$ 26,150.00	\$ 26,150.00
		Support Options		
1	EX-16TB-1YR-8x5	Support for EX7000; 1 YR 8x5	\$ 3,845.00	\$ 3,845.00
			Sub Total	\$ 29,995.00

Additional Information on the proposed ExaGrid System:

ExaGrid Disk-Based Backup Solution

The ExaGrid system is a plug-and-play disk backup appliance that works with existing backup applications and enables faster and more reliable backups and restores. Customers report that backup time is reduced by 30 to 90 percent over traditional tape backup. ExaGrid's patented byte-level data deduplication technology reduces the amount of disk space needed by a range of 10:1 to as high as 50:1, or more, resulting in a cost that's comparable to traditional tape-based backup.

Supported Data Backup Applications

ExaGrid offers a turnkey plug-and-play disk backup appliance with deduplication that works with a number of leading backup applications and utilities including CA ARCserve, CommVault Simpana, EMC Networker, HP Data Protector, IBM Tivoli Storage Manager, Idera SQLsafe, Linux/Unix File System Data Dumps, LiteSpeed for SQL Server, Quest vRanger, Red Gate SQL Backup, **Symantec Backup Exec** and NetBackup, **Veeam Backup & Replication**, and **VMware Backup** and also supports Microsoft SQL dumps, Oracle RMAN files, and direct VMDK backups.

ExaGrid Advantages

ExaGrid Systems offers a superior disk based backup with deduplication solution with the following unique combination of capabilities:

- Fastest Backups with Post Process Deduplication
- Fastest Restores
- GRID Scalability
- Fast offsite Disaster Recovery
- Lowest total cost of ownership overview

Zone-Level Deduplication

Zone-level deduplication represents a first in the disk-based backup with deduplication market. It represents the first truly scalable deduplication architecture that includes both generic and content-aware methods of data deduplication.

ExaGrid EX Series Product Line

ExaGrid's disk-based backup with deduplication product line revolutionizes how organizations backup and protect their data. By leveraging your current backup application and replacing tape in your nightly backup process, ExaGrid's simple, turnkey appliance can:

- Reduce the disk space required by at least 10:1, and up to 50:1
- Shorten your backup window by 30-90%, ensuring all of your data is fully protected
- Improve your disaster recovery plan through off-site disk-based retention of your data
- Reduce the amount of time your IT staff spends on managing backups
- Scale easily and cost-effectively with your data growth
- Fully protect your virtualized environment
- Reduce other costs associated with tape-based backup

Technical details about the ExaGrid backup disk with data deduplication product line can be found below. Or click on the box to the right to request a live chat or click the Budgetary Pricing button on this page.

- [Turnkey appliance: installs easily, reduces IT time and cost](#)
- [Post-process deduplication provides faster backups and restores](#)
- [GRID scalability](#)
- [Off-site disaster recovery for backup](#)

ExaGrid EX Series Product Line - Simple, Turnkey Appliances

ExaGrid's disk backup appliances work seamlessly with the industry's leading backup applications, and the appliance typically installs in about one hour. The product line's seven appliance models can be combined into a GRID configuration of up to 320TB raw capacity and allowing full backups of up to 130TB.

Because of ExaGrid's unique Landing Zone Architecture (described below), each model has roughly twice the amount of useable disk to the size of the full backup it can land and store.

Multiple Mix and Match Servers

ExaGrid Model	Raw Capacity	Usable Capacity	Capacity for Weekly Fulls		Capacity for Daily Fulls		Backup throughput
			Copies	Total backup data	Copies	Total backup data	
EX1000	3.5 TB	2 TB	16	16 TB	75	75 TB	480 GB/hr
EX2000	5.5 TB	4 TB	16	32 TB	75	150 TB	480 GB/hr
EX3000	9.0 TB	6 TB	16	48 TB	75	225 TB	720 GB/hr
EX4000	11.0 TB	8 TB	16	64 TB	75	300 TB	1.08 TB/hr
EX5000	13.0 TB	10 TB	16	80 TB	75	375 TB	1.80 TB/hr
EX7000	16.0 TB	13 TB	16	104 TB	75	488 TB	1.80 TB/hr
EX10000E	23.0 TB	20 TB	16	160 TB	75	750 TB	1.80 TB/hr
EX13000E	32.0 TB	26 TB	16	208 TB	75	975 TB	2.40 TB/hr

ExaGrid backup to disk appliances are comprised of Intel Quad Core XEON processors, enterprise SATA drives, RAID 6 hot spare, and ExaGrid software. Since each appliance includes the appropriate amount processor, memory, disk and bandwidth for the data size, as each server is plugged into the switch and virtualized into the GRID, performance is maintained and backup times do not increase as data is added. This combination of capabilities in a turn-key appliance makes the ExaGrid system easy to install, manage, and scale.

Post-Process Data Deduplication

The ExaGrid disk backup appliance uses post-processing to perform its deduplication. This means that the backup data is written directly from the backup server to ExaGrid's Landing Zone (disk) at the highest possible rate with no inline processing to interfere, resulting in the smallest possible backup window. Once the backup job is complete and off the network, the data is protected and immediately available for restore or tape copy. Then the appliance deduplicates (and simultaneously replicates) the data in the background.

Because ExaGrid's product allows each full backup to first land to the landing zone, it caches that most recent backup for rapid restore. Since over 90% of restores are done from the most recent backup, this approach avoids overhead incurred of undoing any deduplication during critical restores. As a result, restore times from an ExaGrid are 2x to 3x times faster than competitive solutions that do not preserve a complete copy of the most recent backup and store only deduplicated data.

ExaGrid's innovative approach minimizes the amount of data to be stored by using byte-level data deduplication across all received backups. ExaGrid's byte-level delta technology stores only the changed bytes from backup to backup instead of storing full copies. This unique approach reduces the disk space required by at least 10:1, and up to 50:1, delivering unparalleled performance for the fastest backups and restores, all in a solution that costs about the same as a new tape library.

Scalable GRID Architecture

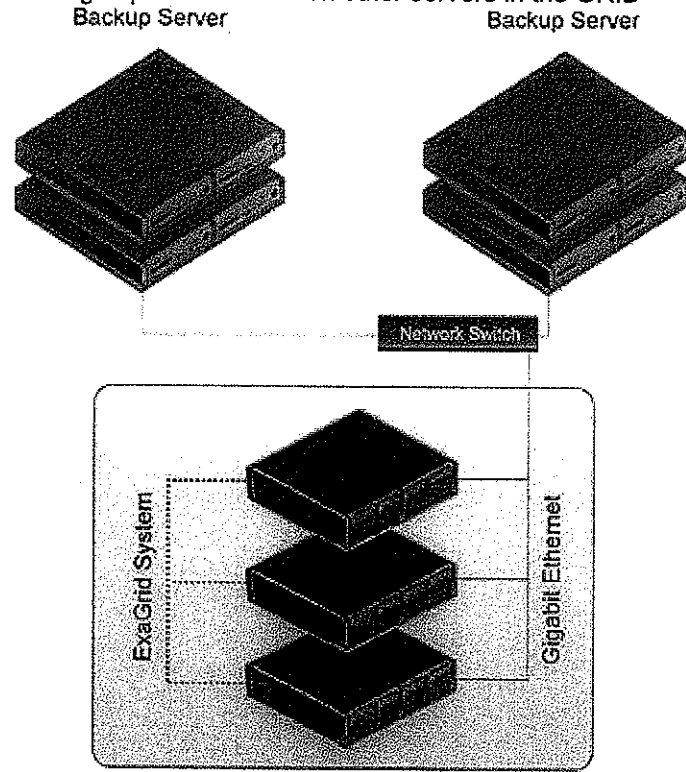
The seven core ExaGrid backup to disk appliances include GRID computing software which allows them to virtualize into one another when plugged into a switch. As a result, any of the seven appliance models can be mixed and matched into a single GRID system providing up to 320TB raw capacity and allowing full backups up to 130TB. Once virtualized, they appear as a single pool of long-term capacity. Capacity load balancing of all data across servers is automatic, and multiple GRID systems can be combined for

Village of Downers Grove

additional capacity. Even though data is load-balanced, deduplication occurs across the systems so that data migration does not cause a loss of effectiveness in deduplication.

ExaGrid's unique approach to scalability provides the following benefits:

- **Performance is maintained as your data grows** - each additional ExaGrid server added to a system provides disk, processor, memory and bandwidth
- **Plug and play expansion** - adding an additional ExaGrid server is as simple as plugging it in and letting ExaGrid's automatic virtualized GRID software do the rest
- **Cost-Effective and Flexible Solution with No "Forklift" Upgrades** - no need to over-buy storage capacity up front - modular systems are easily combined in a virtualized GRID to smoothly scale up for larger capacities as needed with no painful "forklift" upgrades.
- **Capacity utilization is load-balanced across servers** - as a single server reaches full utilization, it can leverage space available on other servers in the GRID



Examples of Several Common GRID Configurations

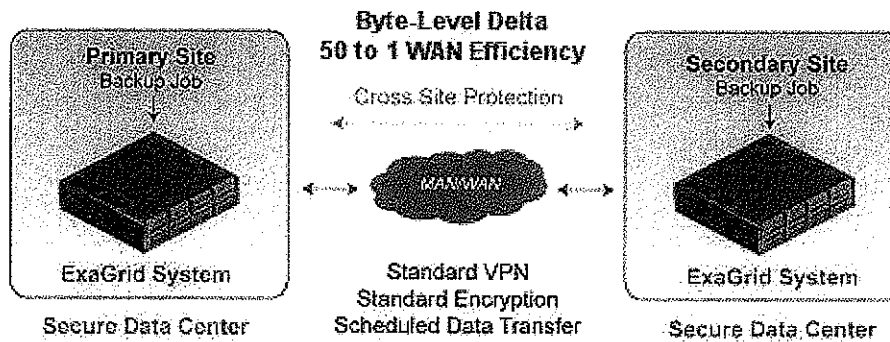
ExaGrid Model	Raw Capacity	Usable Capacity	Capacity for Weekly Fulls		Capacity for Daily Fulls		Backup throughput
			Copies	Total backup data	Copies	Total backup data	
5 TB 1 x EX5000	13 TB	10 TB	16	80 TB	75	375 TB	1.80 TB/hr
10 TB 1x EX1000E	23 TB	20 TB	16	160 TB	75	750 TB	1.80 TB/hr
13 TB 1x EX13000E	32 TB	26 TB	16	208 TB	75	975 TB	2.40 TB/hr
20 TB 1 x EX13000E + 1 x EX7000	48 TB	39 TB	16	312 TB	75	1463 TB	4.20 TB/hr

ExaGrid Model	Raw Capacity	Usable Capacity	Capacity for Weekly Fulls	Capacity for Daily Fulls	Backup throughput
30 TB 2 x EX13000E + 1 x EX4000	75 TB	60 TB	16 480 TB	75 2250 TB	5.88 TB/hr
52 TB 4 x EX13000E	128 TB	104 TB	16 832 TB	75 3900 TB	9.60 TB/hr
78 TB 6 x EX13000E	192 TB	156 TB	16 1248 TB	75 5850 TB	14.4 TB/hr
130 TB 10 x EX13000E	320 TB	260 TB	16 2080 TB	75 9750 TB	24.0 TB/hr

On-site and Off-site, or Multi-site Disk-based Backup

In addition to single site, ExaGrid supports multi-site topologies. Each site can act as a data backup target for storage of local backups. In addition, each site can transfer just the changed bytes over the wide area network (WAN) to an off-site location so that the off-site location can perform data recovery if the local site is lost. By deduplicating the data at the primary site before transferring it over the WAN, network bandwidth is reduced by as much as 50:1, thus making disk-based offsite backup and offsite tape replacement economically practical for many IT organizations.



This support is bi-directional allowing systems used as off-site repositories to also act as local targets for data backups at those sites. With two-site configurations, it is very common to have both systems act as a local data backup target and to cross-protect each other by replicating the local data to the opposing site. With multi-site topologies, a centrally located site may cross protect with one of the other locations for long-term retention and disaster recovery for the central site backup data.



V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER: <u>Peters & Associates</u> Company Name	Date: <u>March 19, 2012</u>
<u>1801 S Meyers Road</u> Street Address of Company	<u>Jeff.Jaeger@Peters.com</u> Email Address
<u>Oakbrook Terrace, IL 60181</u> City, State, Zip	<u>Jeff Jaeger, Account Manager</u> Contact Name (Print)
<u>630-592-6230</u> Business Phone	<u>630-832-0075</u> 13-Hour Telephone
<u>630-832-9636</u> Fax	 Signature of Officer, Partner or Sole Proprietor
 ATTEST: If a Corporation  Signature of Corporation Secretary	<u>Tom Wiesman, Office of the President</u> Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Peters & Associates, Inc
ADDRESS: 1801 S. Meyers Road
CITY: Oakbrook Terrace
STATE: Illinois
ZIP: 60181
PHONE: 630-832-0075 FAX: 630-832-9636
TAX ID #(TIN): 36-3131104
(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company-Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Tom W. [Signature] DATE: 3/19/2012

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Disk Based Back-up, Proposer Peters & Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *Tom U. Jones*
Proposer's Authorized Agent

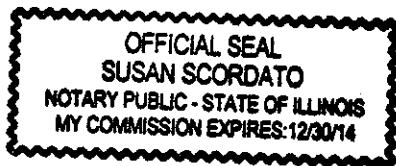
3	6	-	3	1	3	1	1	0	4
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number

Subscribed and sworn to before me
this 19 day of March, 2012

S. Scordato
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Peters & Associates, Inc., and the full names of its Officers are as follows:

President: Andrew Peters & Tom Wiesman

Secretary: Marcia Peters

Treasurer: Marcia Peters

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____ which name is registered with the office of _____ in the State of _____.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____ and if operating under a trade name, said trade name is: _____ which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

Insurer's Name Travelers / The Horton Group
Agent The Horton Group / Ed Young, Jr
Street Address 10320 Orland Parkway

PROPOSER'S CERTIFICATION (page 3 of 3)

City, State, Zip Code Orland Park, IL 60467
Telephone Number 780-845-3110

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Peters & Associates, Inc.

Print Name and Title of Authorizing Signature: Tom Wiesman, Office of the President

Signature: *Tom Wiesman*

Date: 3/19/2012

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Peters & Associates, Inc

Address: 1801 S. Meyers Road

City: Oakbrook Terrace Zip Code: 60181

Telephone: (630) 592-6230 Fax Number: (630)-832-9636

E-mail Address: Jeff.Jaeger@Peters.com

Authorized Company Signature: Tom Wiesman

Print Signature Name: Tom Wiesman Title of Official: Office of the President

Date: 3/19/2012

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

Tom Wiesman
Signature

Tom Wiesman
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name