

ITEM MOT 2015-6240

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
6/2/2015

SUBJECT:	SUBMITTED BY:
Backup Server Purchase	Bill Herman Assistant Director, Information Services

SYNOPSIS

A motion is requested to authorize the purchase of a backup server from Peters & Associates of Downers Grove, Illinois for an amount not to exceed \$34,178.

STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

The FY15 budget provides \$40,000 in the Equipment Replacement Fund for the purchase of a replacement backup server.

RECOMMENDATION

Staff recommends purchase of a replacement backup server from Peters & Associates for an amount not to exceed \$34,178.

BACKGROUND

This purchase is for a replacement to the Village's current backup server. The current backup server, housed at Fire Station 2, no longer has enough capacity to store a complete copy of the Village's data. As a stopgap measure staff is using an older server as a secondary backup location at Village Hall. This purchase will allow the Village to consolidate those two servers into one and add a great deal of backup space in the process.

An RFP was published in accordance with the Village's purchasing policy and two companies responded. The lower priced response was from Peters & Associates, from whom we purchased our previous backup server.

ATTACHMENTS

Contract Documents

Village of Downers Grove



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Peters & Associates

Project Name: EXAGRID BACK APPLIANCE
Proposal No.: RFP-0-39-2015/TT
Proposal Due: May 12, 2015, 2:00 p.m.
Pre-Proposal Conference: NA

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: April 28, 2015

Date Issued: April 28, 2015

This document consists of 20 pages.

Return **original** and **two duplicate copies (1) Flash Drive or Cd** 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

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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.

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I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to May 12, 2015, 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

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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

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- 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, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 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. Sec. 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

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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

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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

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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.

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14. CAMPAIGN DISCLOSURE

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

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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) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(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

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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.)

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III. DETAIL SPECIFICATIONS

The Village of Downers Grove is currently utilizing a disk based backup solution from ExaGrid to back-up their IT systems today. The Village of Downers Grove is currently leveraging the Veeam solution to back-up their virtual environment which consists of approximately 7 TB to the existing ExaGrid EX7000, which is currently sitting in a separate location (Fire Station) from their primary datacenter. The challenge that the Village is experiencing is that they are running out of space on the existing ExaGrid EX7000. As a result they are limited to backing up 1 week of data. In addition they have no current room for future growth.

The Village is interested in proposals for an upgrade of their current ExaGrid disk based back-up appliance which would allow them the ability to back-up 2 weeks of data, provide for future growth within the environment and potentially provide the ability to start exploring disaster recovery connected via a WAN link and allow both units to be managed as a single entity.

Our proposal has included the cost of hardware and first year's maintenance and support. The Village is planning on installing the system themselves and do not want any installation costs included above and beyond those included with the hardware purchase proposed.

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

Thank you for the opportunity to respond to the Village of Downers Grove’s RFP for the upgrade of your ExaGrid Disk Based Back-up Appliance. 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 EX21000E for the upgrade of your primary disk based backup appliance.

This upgrade allows the Village the benefit of potentially repurposing its existing ExaGrid EX7000 appliance as the beginning of disaster recovery.

The proposed ExaGrid system meets the Villages’ requirements outlined in this RFP:

- ExaGrid’s system fully supports Veeam
- ExaGrid’s system is compatible with Downers Grove’s Back-up software
- ExaGrid’s system sized to hold the desired need for two weeks of back-ups.
- 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, there is the potential to repurpose the existing ExaGrid EX7000 to support the beginnings of a disaster recovery, with the two appliances 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 EX21000E. We have included options for a hardware and maintenance / support for a Brand New ExaGrid EX21000E (Option 1) and Refurbished ExaGrid EX21000E (Options 2). 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 EX21000E:

Qty	Part #	Exagrid Options	Price	Totals
Option 1- Brand New - EX21000E				
1	EX-48TB-DB	Raw 48TB, Useable 42TB, Full Back-up 21TB	\$ 35,100.00	\$ 35,100.00
1	EX-21000E-1YRMS-S	1yr 8x5 Maintenance & Support EX21000E	\$ 5,265.00	\$ 5,265.00
			Sub Total	\$ 40,365.00
Option 2- Refurbished - EX21000E				
1	EX-48TB-DB	Raw 48TB, Useable 42TB, Full Back-up 21TB	\$ 29,721.00	\$ 29,721.00
1	EX-21000E-1YRMS-S	1yr 8x5 Maintenance & Support EX21000E	\$ 4,457.00	\$ 4,457.00
			Sub Total	\$ 34,178.00

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High Performance Disk-Based Backup with Data Deduplication

ExaGrid's disk backup with deduplication system is the only solution purpose-built for backup that leverages a unique architecture optimized for scalability, performance, and price. The system scales as needed by adding ExaGrid appliances, which virtualize into a GRID architecture automatically, adding capacity and processing power while acting and being managed as one unified system.

ExaGrid disk-based backup appliances include GRID computing software, which virtualizes them into 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 a total logical backup capacity of more than 12PB. Only with ExaGrid's full server in a GRID architecture and adaptive deduplication do you get:

- Fastest backups and shortest backup windows with optimal recovery point at the disaster recovery site
- Fastest full system restore (from full backup copy on disk)
- Instant VM Recovery (with Veeam)
- No expansion of backup windows as data grows
- Seamless scalability as data grows with no forklift upgrades
- No obsolescence of previous model systems as data grows
- Protected data at rest with 256-bit AES encryption (encrypted models only); data is never in the clear on the disk storage using FIPS 140-2 Validated Self-Encrypting Drives (SEDs)

With ExaGrid disk-based backup appliances, backups are written directly to a disk landing zone, avoiding inline processing, ensuring the highest possible backup performance resulting in the shortest backup window. Adaptive deduplication performs deduplication and replication in parallel with backups while providing full system resources to the backups for the shortest backup window. Available system cycles are utilized to perform deduplication and offsite replication for an optimal recovery point at the disaster recovery site. Once complete, the onsite data is protected and immediately available in its full unduplicated form for fast restores, VM Instant Recoveries and tape copies while the offsite data is ready for disaster recovery.

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 multiple appliance models can be combined into a GRID configuration of up to 1.8PB raw capacity, allowing full backups of up to 800TB.

ExaGrid appliances are comprised of Intel® processors, enterprise SATA/SAS drives, RAID 6 with hot spare, and ExaGrid software. Since each appliance includes the appropriate amount of processor, memory, disk, and bandwidth for the data size, as each appliance 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 turnkey appliance makes the ExaGrid system easy to install, manage, and scale.

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Scalable GRID Architecture

Multiple core ExaGrid disk-based backup appliances include GRID computing software which allows them to virtualize into one another when plugged into a switch. As a result, any of the multiple appliance models can be mixed and matched into a single GRID configuration of up to 1.8PB raw capacity and allowing full backups of up to 800TB. 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 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 MODEL	RAW CAPACITY (TB)	USABLE CAPACITY (TB)	CAPACITY FOR WEEKLY FULLS (TB)
ExaGrid Appliance Nodes			
EX1000	5	2	1
EX2000	7	4	2
EX3000	9	6	3
EX4000	11	8	4
EX5000	16	10	5
EX7000	20	14	7
EX10000E	26	20	10
EX13000E	32	26	13
EX21000E	48	42	21
EX32000E	72	63	32

Village of Downers Grove

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:

Peters & Associates, Inc.
Company Name

Date: May 12, 2015

1801 South Meyers Rd., Suite 120
Street Address of Company

Jeff.Jaeger@peters.com
Email Address

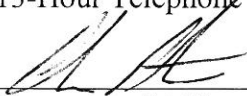
Oakbrook Terrace, IL 60181
City, State, Zip

Jeff Jaeger, Sr. Account Manager
Contact Name (Print)

630-592-6230
Business Phone

630-832-0075
13-Hour Telephone

630-832-9636
Fax


Signature of Officer, Partner or Sole Proprietor

Andrew Peters, Office of the President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

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.

Village of Downers Grove



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 South Meyers Rd., Suite 120
CITY: Oakbrook Terrace
STATE: ILLINOIS
ZIP: 60181
PHONE: 630-592-6230 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 Limited Liability Company-Individual/Sole Proprietor
Sole Proprietor Limited Liability Company-Partnership
Partnership Limited Liability Company-Corporation
Medical Corporation
Charitable/Nonprofit Government Agency

SIGNATURE: [Handwritten Signature]

DATE: 5-12-15

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to ExaGrid Back Appliance, Proposer Peters & Associates hereby certifies the following:
(Name of Project) (Name of Proposer)

- 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: *[Signature]*
Proposer's Authorized Agent

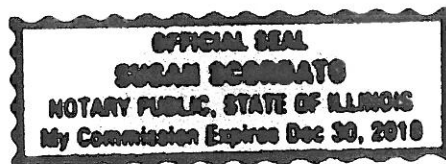
3	6	-	3	1	3	1	1	0	4
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 12 day of MAY, 2015

[Signature]
Notary Public



Village of Downers Grove

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 / Mike Richmond

Street Address 10320 Orland Parkway

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

City, State, Zip Code Orland Park, IL 60467

Telephone Number 708-845-3110

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: Andrew Peters, Office of the President

Signature:  _____

Date: 5-12-15

Village of Downers Grove

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: 

Print Signature Name: Andrew Peters Title of Official: Office of the President

Date: 5-12-15

Village of Downers Grove

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.

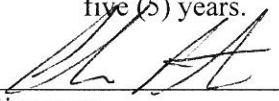
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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.



 Signature

Andrew Peters

 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