VILLAGE OF DOWNERS GROVE Report for the Village Council Meeting 5/3/2016

SUBJECT:	SUBMITTED BY:
Storage Array Purchase	Dave Kenny Information Technology Director

SYNOPSIS

A motion is requested to authorize the purchase of a storage array from Sentinel Technologies, Inc. of Downers Grove, Illinois for an amount not to exceed \$58,845.00.

STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2015-2017 identified Exceptional Municipal Services.

FISCAL IMPACT

The FY16 budget provides \$65,000 in the Equipment Replacement Fund for the purchase of a replacement storage array.

RECOMMENDATION

Staff recommends purchase of a replacement storage array from Sentinel Technologies, Inc. for an amount not to exceed \$58,845.

BACKGROUND

This purchase is for a replacement to the Village's current storage array, which holds the data for most of the Village's virtual servers. The current storage array was installed in April 2011 and IT industry standards for replacement are three to five years. The Village has outgrown the current storage array with its capacity and performance is no longer meeting the Village's increasing storage needs.

An RFP was published in accordance with the Village's purchasing policy and two companies responded. The lower priced response was from Sentinel Technologies, Inc.

ATTACHMENTS

Contract Documents

Sentinel'

Sentinel Technologies

2550 Warrenville Road Downers Grove Illinois 60515 *tel* 630 769 4300 *fax* 630 769 1399 sentinel.com

March 24, 2016

Terri Tarka Purchasing Assistant Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515

Dear Terri:

Sentinel Technologies, Inc. is pleased to submit this proposal in response to the Village of Downers Grove's Storage Array Request for Proposal. We acknowledge our understanding of the technical aspects of the project based on the RFP. Our response provides the Village with a solution that successfully addresses the immediate goals and objectives outlined in the RFP proposal document.

Since 1982, Sentinel Technologies, Inc. has been recognized as a premier technology services and solution provider. Sentinel's experienced staff, commitment to on-going training, concentration of resources, and assurance of customer satisfaction are the cornerstones of Sentinel's offerings.

Thank you for the opportunity, we look forward to working with the Village on this project. If you have any question, concerns, or feedback, please do not hesitate to contact me directly at (630) 769-4271.

Sincerely,

Rico

Timothy Rico Account Executive Sentinel Technologies, Inc. 2550 Warrenville Road Downers Grove, IL 60515 Direct: 630.769.4271 Fax: 630.769.1399 trico@sentinel.com www.sentinel.com

Village of Downers Grove



REQUEST FOR PROPOSAL

Name of Proposing Company:

Sentinel Technologies, Inc.

Project Name:Storage ArrayProposal No.:RFP-0-20-2016/TTProposal Due:March 29, 2016, 2p.m.Pre-Proposal Conference:None

Required of All Proposers:

Deposit: No Letter of Capability of Acquiring Performance Bond: <u>No</u>

Required of Awarded Contractor:

Performance Bond/Letter of Credit: <u>No</u> Certificate of Insurance: <u>Yes</u>

Legal Advertisement Published: <u>March 11, 2016</u> Date Issued: <u>March 11, 2016</u> This document consists of <u>25</u> 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 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
- 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, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

Sentinel Response: Read, understood and complies with all of Section I.

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to March 29, 2016, 2 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.
- 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. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 4.1 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.
- 4.2 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.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE:** As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.

6. **DELIVERY**

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. **RESERVED RIGHTS**

8.1 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

Sentinel Response: Read, understood and complies with all of Section II.

9. VILLAGE ORDINANCES

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

10 USE OF VILLAGE'S NAME

10.1 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.

11. SPECIAL HANDLING

11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the <u>Illinois</u> <u>Toxic Substances Disclosure to Employees Act</u>.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

12.1 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.

13. NONDISCRIMINATION

- 13.1 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 #11246 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.
- 13.2 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 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 1210l et. seq.

14. SEXUAL HARASSMENT POLICY

- 14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
 - 14.1.1 Notes the illegality of sexual harassment;
 - 14.1.2 Sets forth the State law definition of sexual harassment;
 - 14.1.3 Describes sexual harassment utilizing examples;
 - 14.1.4 Describes the Proposer's internal complaint process including penalties;
 - 14.1.5 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
 - 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 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:

- 15.1.1 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, military status, order of protection 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.
- 15.1.2 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.
- 15.1.3 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, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 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.
- 15.1.5 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.
- 15.1.6 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.

15.1.7 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.

16. DRUG FREE WORK PLACE

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

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through

implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

The Prevailing Wage Act does not apply to this contract.

19. PATRIOT ACT COMPLIANCE

19.1 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.

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000 \$1,000,000 \$1,000,000	Each Accident Disease Policy Limit Disease Each Employee

Comprehensive General Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII.

In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 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 submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 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.
- 25.3 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.
- 25.4 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.

26. SUBLETTING OF CONTRACT

26.1 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 Contractor

from their obligation or change the terms of the contract.

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

27. TERM OF CONTRACT

27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

29.1 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.

- 29.2 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 Contractor 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.
- 29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

30.1 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.

31. STANDARD OF CARE

- 31.1. 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.
- 31.2 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.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): 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.

32. GOVERNING LAW

32.1 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.

33. SUCCESSORS AND ASSIGNS

33.1 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.

34. WAIVER OF CONTRACT BREACH

34.1 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.

35. AMENDMENT

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

36. NOT TO EXCEED CONTRACT

- 36.1 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 initial contract.
- 36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

37.1 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.

38. NOTICE

38.1 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.

39. COOPERATION WITH FOIA COMPLIANCE

39.1 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

STORAGE ARRAY

The Village is looking to replace its storage array used for virtual servers. The current equipment is an EMC VNXe 3300 with 32TB raw storage utilizing iSCSI to connect to four virtual hosts.

Required new equipment is:

EMC VNXe 3200 with 11 x 2 TB 7.2K NL-SAS 16 x 900 GB 10K SAS 6 x 800 GB FAST VP MLC SSD 4 x 200 GB FAST Cache SLC SSD

Dual controllers, dual power supplies, 4 NICs per controller, VNXe Base software First year maintenance and support

Please provide a detailed price breakdown for all component items. Please include all associated shipping costs.

Sentinel Response: Please refer to the pricing section for bill of materials detail.

\bigcirc

IV. PROPOSER'S RESPONSE TO RFP

Sentinel is proposing an EMC VNXe 3200 that meets the Village's RFP specifications to replace its EMC VNXe 3300 storage array currently used for its virtual servers. Sentinel will provide the new VNXe 3200 with the components listed and specified in the pricing section. Sentinel will include all items listed including the first year's 8x5xNBD maintenance costs and all associated shipping costs. Please note that the included standard hardware warranty support is 3 years of 8x5xNBD coverage and the standard software warranty support is 1 year of 8x5xNBD coverage. Sentinel has provided a premium maintenance option for both the hardware and software if 24x7x4 support is preferred.

The information in this proposal is considered proprietary and CONFIDENTIAL to Sentinel Technologies Inc.

sentinel



Village of Downers Grove VNXe 3200

Presented By:	Architect:
Tim Rico	Michael Andrews
Sr. Sales Executive	Solution Architect
Sentinel Technologies, Inc.	Sentinel Technologies, Inc.
630-769-4271	630-769-4984
trico@sentinel.com	mandrews@sentinel.com

Hardware and Software

Extended Price

325.00

58,845.00

EMC VNXe 3200 Includes Standard 3 Year NBD Hardware & 1 Year Software Warranty Support	\$ 50,392.00
Hardware and Software Total	\$ 50,392.00

Optional Solution Maintenance & Support

	Ex	tended Price
Premium 3 Year Hardware Maintenance 24x7x4	\$	7,601.00
Premium 1 Year Software Support 24x7x4	\$	527.00
Maintenance & Support Total	\$	8,128.00
TOTAL PROJECT		
Hardware and Software	\$	50,392.00
Optional Solution Maintenance & Support	\$	8,128.00
Project Sub-Total	\$	58,520.00
Sales Tax		N/A

Shipping

Project Total

Village of Downers Grove EMC VNXe 3200

Description	Qty	Special Notes	U	Init Price	E	Ext Price
VNXE3200 BASE DUAL SP ECOSYS=IC	1	27.9 TB Usable	\$	2,928.00	\$	2,928.00
2U DAE WITH 12 X 3.5 INCH DRIVE SLOTS	1		\$	1,135.00	\$	1,135.00
VNXE3200;2XSP DPE;25X2.5 DS;12X900GB 10K	1		\$	8,691.00	\$	8,691.00
VNXE 3200 200GB FAST CACHE 25X2.5	5		\$	1,743.00	\$	8,715.00
VNXE 3200 800GB FASTVP EFD 25X2.5	6		\$	2,491.00	\$	14,946.00
2U DAE WITH 25 X 2.5 INCH DRIVE SLOTS	1		\$	2,008.00	\$	2,008.00
VNXE 3200 900GB 10K SAS 25X2.5	4		\$	475.00	\$	1,900.00
4 PORT 1GBE ISCSI/IP	2		\$	600.00	\$	1,200.00
2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A	4		\$	-	\$	-
VNXE 3200 2TB NL SAS 12X3.5	11		\$	396.00	\$	4,356.00
VNXE OE PER TB PERFOR FOR VNXE3200	8		\$	257.00	\$	2,056.00
VNXE OE PER TB HI CAP FOR VNXE3200	21		\$	117.00	\$	2,457.00
VNXE3200 RP4VMS=IB	1		\$	-	\$	-
VNXE3200 RP/SE PRODUCT=IC	1		\$	-	\$	-
VNXE3200 REMOTE PROTECTION=IC	1		\$	-	\$	-
VNXE3200 FAST SUITE=IC	1		\$	-	\$	-

Hardware and Software Sub-Total

\$50,392.00

Village of Downers Grove Maintenance and Support

Description	Qty	Special Notes	Unit	Ext.	Price
Maintenance					
PREMIUM HW SUPPORT-WARR UPG	1	Minimum Available 36 Months Duration	\$ 7,074.00	\$7,	074.00
BASIC HARDWARE WARRANTY	1	Standard 36 Months Duration	\$ -	\$	-

Maintenance Sub-Total \$7,074.00

Software Support					
Qty	Special Notes	U	nit	E	ct. Price
1	Minimum Available 12 Months Duration	\$	527.00	\$	527.00
1	Minimum Available 12 Months Duration	\$	-	\$	-
1	Standard 12 Months Duration	\$	-	\$	-
	en su la cluba da Acadérica de Caracteria de Caracteria	Qty Special Notes 1 Minimum Available 12 Months Duration 1 Minimum Available 12 Months Duration	QtySpecial NotesU1Minimum Available 12 Months\$1Minimum Available 12 Months\$Duration1Minimum Available 12 Months\$Duration\$\$	QtySpecial NotesUnit1Minimum Available 12 Months\$ 527.00Duration1Minimum Available 12 Months\$ -Duration	QtySpecial NotesUnitEx1Minimum Available 12 Months\$ 527.00\$1Minimum Available 12 Months\$ - \$\$1Minimum Available 12 Months\$ - \$Duration

Maintenance Sub-Total

\$527.00

Sentinel'

EMC Storage

Storage Capacity

Sentinel has made a best effort to size the total storage in the pre-sales process. Vendor tools should be provided by Sentinel or the vendor upon request. Actual deployments will dictate the true storage available and many variables exist including but not limited to: RAID levels chosen, use of de-duplication, compression and/or thin provisioning, number of hot standby disk, etc... Raw capacity is guaranteed based on calculation of the total disk included (not considering the RAID level or hot standbys). Actual usable space will vary based on the decisions made during deployment.

Storage Performance

Sentinel has made a best effort to plan for storage performance. Actual guaranteed performance should include a Customer provided or paid consulting engagement to calculate the IOPS needed per server/per LUN. In most cases the storage systems being replaced are far less efficient than the new replacements. However, actual size should be based on no less than a 30 day sampling period that includes the PEAK of operations (most often the business busy period). RAID types, drive types, caching, tiering and advanced services such as replication, snapshots, de-duplication and other processes all factor into performance. Sentinel highly recommends planning this in depth, a formal engagement for the assessment and over provisioning within reason for all solutions.

Replication Bandwidth

Replication bandwidth requirements depend on the product, amount of data, change rate, compression effectiveness, de-duplication rates and many other factors including transport (for example VPN adds encryption overhead). In addition some replication can be accelerated greatly with products like Cisco WAAS. Upon request, Sentinel can provide details on information required or perform a consulting engagement (assessment) to determine the actual bandwidth required. Products offered will generally work with any amount of bandwidth allocated; however, the amount of data transported will vary based on the available network capacity.

Backup Performance

Backup performance depends greatly on throughput, amount of data, change rate and other factors. If the Customer provides detailed reports of all systems to be backed up for full and incremental backups, a best effort can be made to predict the backup window based on the solution. In addition some products de-duplicate on the fly, de-duplicate as a scheduled process or do not de-duplicate at all. All of this and many other factors will determine backup performance. Backup systems that replicate over the WAN will fall under the same assumptions as the replication bandwidth noted above.

Snapshot and Journaling

Space for snapshots will depend on the product, change rate between snapshots and many other factors. Sentinel has made a best effort to account for the space and performance needs. Specific information should be provided on the planned use and retention of snapshots. If a paid assessment is performed this will be considered and calculated. Without the assessment a best effort will be made based on Customer input during the pre-sales process.

Unified Fabric

Sentinel has made a best effort to confirm optics and cables required. Patch cables required between the Vblock and the networks are the responsibility of the Customer.





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 Bid Is To Be Considered For Award PROPOSER:

Sentinel Technologies, Inc. Company Name

___2550 Warrenville Road____ Street Address of Company

_____Downers Grove, Il 60515_____ City, State, Zip

<u>_630-769-4271</u> Business Phone

Business Phone

<u>630-769-1399</u> Fax Date: <u>03/24/16</u>

trico@sentinel.com Email Address

Tim Rico Contact Name (Print)

_800-860-8102_____ 13-Hour Telephone >

Signature of Officer, Partner or Sole Proprietor

<u>Michael Reynolds Director, Governance Compliance & Contracts</u> Print Name & Title

ATTESP: 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.



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:	SENTINEL TECHNO	DLOGIES, INC
Address:	2550 WARRENVILI	<u>le Road</u>
Стту:	Downers Grove	
STATE:	Illinois	
ZIP:	60515	
PHONE:	630-769-4300	FAX: <u>630-769-1399</u>
TAX IÐ #(TIN):		
(If you are supplying a s	social security number	r, please give your full name)
REMIT TO ADDRESS (IF	DIFFERENT FROM AI	BOVE):
NAME:		
Сіту:		
STATE:		ZIP:
TYPE OF ENTITY (C	IRCLE ONE):	
Indivi		Limited Liability Company Individual/Sole Proprietor
Sole I	Proprietor	Limited Liability Company-Partnership
Partne	ership	Limited Liability Company-Corporation
Medi	cal	Corporation
Chari	table/Nonprofit	Government Agency
Signature: <u>/</u>	4 Jail	Jegentel DATE: 3-25-16
/	/	

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to <u>Storage Array</u>, proposer <u>Sentinel Technologies</u>, Inc. 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 12-105(A)(4);

3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

4. 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.

5. 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

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Lynn Proposer's Authorized Agent	
FEDERAL TAXPAYER IDENTIFICATION NUMBE	ER
or	
Social Security Number	Subscribed and sworn to before me
	this <u>25</u> ¹⁴ day of <u>March</u> , 2016.
OFFICIAL SEAL DIANE MENNECKE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/07/16	Notary Public)
(Fill Out Applicable Paragraph Below)	

(a) <u>Corporation</u>

The Proposer is a corporation organized and existing under the laws of the State of <u>Illinois</u>, which operates under the Legal name of <u>Sentinel Technologies</u>. Inc., and the full names of its Officers are as follows:

President: _____ Dennis Hoelzer______

Secretary: ____Brian Osborne

Treasurer: _____Timothy Hill

and it does have a corporate seal. (In the event that this bid 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:

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: <u>NOT APPLICABLE</u>

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature:

Signature:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of:	
which name is registered with the office of	
·	
(c) <u>Sole Proprietor</u> The Supplier 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	
·	
5. Are you willing to comply with the Village's preceding insurance rec days of the award of the contract?	quirements within 13
Insurer's Name_ Chubb Indemnity Insurance Company	
Agent _ HUB International Midwest Limited	
Street Address55 East Jackson Boulevard	
City, State, Zip Code _Chicago, IL 60604	www.appa.web.co.ustration.co.ustration.co.ustration.co.ustration.co.ustration.co.ustration.co.ustration.co.ust
Telephone Number	
I/We affirm that the above certifications are true and accurate and that understand them.	I/we have read and
Print Name of Company: <u>Sentinel Technologies, Inc.</u>	
Print Name and Title of Authorizing Signature:Michael Reynolds Direct Compliance & Contracts	or, Governance
Date: 3-25-16	

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 bidder 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 bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification. Company Name: Sentinel Technologies Inc.

Address:2550 Warrenville Road	
City: _Downers Grove	Zip Code: _60515
Telephone: (630) _769-4300 I	Fax Number: (630)_769-1399
E-mail Address: <u>_trico@sentinel.com</u> Authorized Company Signature: <u>Mf. Dan</u>	1 Junil
Print Signature Name: <u>Michael Reynolds</u> Compliance & Contracts Date: <u>3-25-76</u>	Title of Official: Governance

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, attached hereto.

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 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:

 \square Bidder/vendor has <u>not</u> contributed to any elected Village position within the last five (5) years.

Mgnature

<u>Michael Reynolds</u> Print Name

Bidder/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

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE								DATE (MM/DD/YYYY) 10/5/2015		
CER BEL	S CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMATI OW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, AN	VELY OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND	OR ALTI	ER THE CO	VERAGE AFFORDED I	зү тне	E POLICIES	
the	ORTANT: If the certificate holder terms and conditions of the policy, ificate holder in lieu of such endors	certain p	oolicies may require an ei	policy(ies) ndorsemen	must be nt. A stat	endorsed. ement on th	If SUBROGATION IS W is certificate does not o	AIVED	, subject to ights to the	
PRODUC HUB II		CONTACT CSU Chicago PHONE FAX (A/C, No, Ext): (A/C, No):								
Chicago IL 60604				E-MAIL ADDRESS: CSUChicago@hubinternational.com						
					INSURER A : Chubb Indemnity Insurance Company				12777	
INSURED SENTTEC-01					INSURER B : Chubb Group of Ins. Companies					
Sentinel Technologies, Inc. 2550 Warrenville Rd. Downers Grove IL 60515										
				INSURER D :						
				INSURER F :						
COVE	ERAGES CER		E NUMBER: 1608954879	9			REVISION NUMBER:			
INDI CER	CATED. NOTWITHSTANDING ANY RE ITIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH	equireme Pertain,	INT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CO ED BY THE	ONTRACT	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS	
	TYPE OF INSURANCE		2		LICY EFF /DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ		
A X			3603-15-77		9/2015	9/29/2016	EACH OCCURRENCE	\$1,000	,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,0		
F	·						MED EXP (Any one person)	\$15,00		
F							PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000	-i	
							PRODUCTS - COMP/OP AGG			
	OTHER:						Employee Benefits	\$1,000		
A A		MOBILE LIABILITY 7359-07-85		9/29/2015	9/29/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
X							BODILY INJURY (Per person)	\$		
×	ALL OWNED SCHEDULED AUTOS NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$		
Ĥ	HIRED AUTOS X AUTOS						(Per accident)	\$		
A X	UMBRELLA LIAB X OCCUR		7989-66-16	9/29	9/2015	9/29/2016	EACH OCCURRENCE	\$10,00	0,000	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,00	0,000	
	DED X RETENTION \$10,000							\$		
- AI	ORKERS COMPENSATION ND EMPLOYERS' LIABILITY Y / N		7175-37-24	9/29	9/2015	9/29/2016	X PER OTH- STATUTE ER			
01	NY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000		
lf	fandatory in NH) yes, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT			
AP	roperty		3603-15-77		9/2015	9/29/2016	Business Pers Prop	10,625	,000	
B	idelity		8243-7499	9/29	9/2015	9/29/2016	Limit	1,000,0	000	
ESCRI	IPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101, Additional Remarks Schedt	ule, may be atta	ached ir moi	e space is requi	red)			
									,	
				CANOTI					. <u></u>	
JERT				CANCEL	LATION					
"SAMPLE CERTIFICATE"				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHORIZED REPRESENTATIVE					
				Carrier and		and a second				
			······································		@ 10	88-2014 AC	ORD CORPORATION.	All rig	hte rocorva	

The ACORD name and logo are registered marks of ACORD