

**MAYWOOD-MELROSE PARK-BROADVIEW SCHOOL DISTRICT 89  
906 WALTON STREET  
MELROSE PARK, IL 60160**

**Phone: (708) 450-2460  
FAX: (708) 410-1717**

Sealed proposals will be accepted for:

**DATA STORAGE HARDWARE INSTALLATION**

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SUBMIT YOUR SEALED PROPOSALS TO THE ATTENTION OF:

**David Delgado Technology Manager**

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AT THE ABOVE ADDRESS NO LATER THAN

**9:00 am on MONDAY, JUNE 5, 2017**

***PROPOSALS WILL BE OPENED AT 9:00 A.M., MONDAY, JUNE 5, 2017***

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**YOUR PROPOSAL MUST BE SUBMITTED IN A SEALED OPAQUE ENVELOPE  
CLEARLY MARKED WITH YOUR COMPANY NAME AND THE FOLLOWING  
INFORMATION:**

**DATA STORAGE HARDWARE INSTALLATION**

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Please complete the following:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone Number (**Including area code**)

## 1. GENERAL

- A. Bid shall be submitted in a sealed opaque envelope properly marked with the company name, title of bid and bid number.
- B. Bid must be delivered to the specified address on or before the time specified.
- C. Your bid shall be made on this form.
- D. Unsigned, late, incomplete or non-conforming bids will not be considered. Bids submitted by any different means or in any different form shall not be considered.
- E. Maywood-Melrose Park-Broadview School District 89 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- F. If applicable, prices quoted shall include all charges for packing, transportation, and delivery to the school building or District Office as designated on the bid.
- G. Correspondence shall be addressed to the Business Manager.
- H. Bids are available for inspection in the Business Office after award of the contract.
- I. The contractor shall comply with all applicable laws governing issuance of contracts in the State of Illinois, including the rules and regulations of the *Illinois Human Rights Act*, 775 ILCS 511 *et. seq.*, as amended, as well as local regulations and laws. Each bidder shall be required to comply with all applicable provisions of the "Wages of Employees on Public Works Act" (Prevailing Wage Act, 820 ILCS 130/1 *et. seq.* (1993)), as amended, and with all applicable provisions of the "Preference to Citizens on Public Work Projects Act" (30 ILCS 560/1 *et. seq.*), as amended.
- If during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Board of Education ("Board") will notify contractor and each subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Board harmless for any claims or demands made as a result of contractor's failure to comply with this paragraph.
- J. Bid price to remain firm as specified elsewhere in this bid document.
- K. Each bid must be accompanied by a Certificate of Eligibility to Bid, certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of 720 ILCS 5/33E-3 (bid rigging) or 720 ILCS 5/33-E4 (bid rotating) of the *Illinois Criminal Code of 1961, as amended*, or a conviction or admission of guilt which is a matter of record for bribing or attempting to bribe an officer of the State of Illinois. The certificate of Eligibility to Bid form is included within the bid documents.
- L. Each bid from a **Vendor/Contractor** with 25 or more employees must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* 30 ILCS 580/1 *et. seq.*, as amended certifying that the bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the *Illinois Drug Free Workplace Act*. Each bid from an **Individual** must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* certifying that (he, she, it) shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she, it) is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. The Certificates of Compliance with the *Illinois Drug-Free Workplace Act* forms are included within the bid documents.
- M. Each bid must be accompanied by a certificate regarding a sexual harassment policy certifying that the bidder has a written sexual harassment policy that includes: information that sexual harassment is illegal; defines sexual harassment under Illinois law; describes sexual harassment using examples; has an internal complaint process including penalties; informs employees of their rights under the *Illinois Human Rights Act*, 775 ILCS 5/1 *et. seq.*, as amended and the complaint process available through the Department of Human Rights and Illinois Human Rights Commission; and, states that anyone filing a complaint will be protected against retaliation. The certificate regarding sexual harassment policy form is included with the bid documents.
- N. Each bid must be accompanied by a certificate regarding the School District No. 89 no smoking policy certifying that the bidder's employees and any sub-contractors will abide by the ban on smoking in all school buildings and on all school grounds pursuant to the School District No. 87 Board of Education Policy No. 437 and the *Goals 2000: Educate America Act (Public Law 103-227)*. The certificate regarding no-smoking policy form is included with the bid documents.
- O. No bid will be considered responsive, complete and in conformance with bid specifications unless accompanied by all of the certificates specified in 1.K. through 1.N. above, as applicable, and all such certificates are properly completed and signed. The contract awarded shall be subject to suspension of payments and termination, or both, if it is determined that the bidder has made a false certification, or that the bidder has violated any of such certifications.
- P. The successful bidder must maintain the following Insurance requirements:
1. The successful bidder shall, at its expense, keep the following insurance coverage in force during the term of the contract with companies satisfactory to the District:
    - a. Workers' Compensation  Coverage A. Statutory

•Coverage B/Employee Liability (Each accident: \$500,000; each Employee: \$500,000; policy limit: \$500,000)

- b. Vehicle Insurance: (comprehensive with contractual liability endorsement:
    - Liability: \$5,000,000 per occurrence
    - Uninsured/Under insured Motorist \$1,000,000 per occurrence, but in no event less than minimum required by state statute.
  - c. General Liability with limits of at least \$5,000,000 per occurrence.
  - d. Umbrella liability with limits of at least \$10,000,000
2. All carriers should have a Best's Rating of A-VII or better. All insurance companies used must be licensed by the State of Illinois. No policy shall reserve or permit any right of subrogation against any of the parties named in sub-section 3 below. The successful bidder shall present duplicates of the policies and certificates to the school district for all insurance required, for approval and safekeeping during the term of this Agreement.
  3. The successful bidder's insurance shall provide that the following be included as additional insureds: The Board of Education of Maywood-Melrose Park-Broadview School District 89, Maywood-Melrose Park-Broadview School District 89, Township School Trustees (Township 39, Range 12), members of the Board of Education, and Township School Trustees (Township 39, Range 12) therein, Officers, Employees and Agents, all of Cook County, Illinois.
  4. The successful bidder shall indemnify, hold harmless and defend the District, members of the Board of Education, Officers, Employees, Student Teachers, and Agents against all suits, actions, legal proceedings, claims and demands and against all damages, losses, costs, expenses and attorney's fees in any matter caused by, arising from, incidental to, connected with or growing out of the performance of this contract. All insurance policies described herein shall insure this Hold Harmless Agreement. However, the successful bidder's obligation hereunder shall not be limited by the amount of any such insurance.
  5. The successful bidder shall, before any service under the contract is provided, furnish the District with a Certificate of Insurance for the coverage described above, which shall not be modified, canceled or reduced without first giving the District thirty (30) days advance notice in writing by registered or certified mail. Each policy shall include the parties named in sub-section 3 above as additional insureds. If the District or the successful bidder is served with any notice of cancellation, proposed cancellation, or non-renewal of any of the foregoing insurance coverage, it shall immediately notify the other party of such notice, and the successful bidder shall make whatever arrangements necessary to replace such coverage before providing any further service under the contract.

Q. Bid security is not required.

#### R. PERFORMANCE BOND

Within seven (7) business days following the contract award, the successful bidder shall provide the District with a Performance Bond guarantying the successful bidder's performance of its duties under the contract, and indemnifying the District from any loss resulting from failure of the successful bidder to fully perform each or all of said duties. The Performance Bond shall be a one-hundred percent (100%) performance bond, and shall be placed with a surety company satisfactory to the District. The cost of the premium for said Bond shall be paid by the successful bidder.

#### S. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. **The special attention of Bidders is directed to the policy that no claim for relief because of errors or omissions in bidding will be considered and Bidders will be held strictly to the proposals as submitted.** All bidders must satisfy themselves as to the intent of these specifications. Should a Bidder find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meaning, he shall advise the Business Manager who will issue the necessary clarifications to all prospective Bidders by means of addenda.

#### T. WITHDRAWAL OF BIDS

All bids shall be deemed final, conclusive and irrevocable, for at least 60 days after the date of the bid opening. Bids may be withdrawn in person, or by letter, facsimile transmission, and electronic mail or similar means, provided that the withdrawal is actually received by the party to whom bids are to be submitted prior to the time for the opening of bids. No bid shall be withdrawn after the scheduled closing time for the submission of bids without the consent of the Board.

#### U. INVESTIGATION OF BIDDERS

1. The Business Office will make such investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements. The Bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services, or supplies similar to that included in his bid.
2. The Board of Education reserves the right to reject any bid if it is determined that the Bidder is not properly qualified to carry out the obligations of the contract.

#### V. RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any or all bids, to waive irregularities, and to accept the bid which in, its sole and absolute discretion is considered to be in the best interests of the District. Any such decision shall be considered final.

#### W. EXCEPTIONS

Any exceptions to these conditions or deviations from written specifications must be in writing and attached to the bid form.

#### **X. SIGNATURE CONSTITUTES ACCEPTANCE**

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

#### **Y. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract (whether or not Federal funds are involved) the party to whom the bid is awarded ("Vendor") agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices required by law to be posted, setting forth the provisions of this nondiscrimination clause.
2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
3. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Vendor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or Federally assisted construction contracts, in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by Law.

7. The Vendor shall include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor shall take such action with respect to any subcontractor or purchase order as the contracting agent may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Vendor may request the United States to enter into such litigation to protect the interest of the United States.

#### **Z. COMPLETION DELIVERY TIME (As applicable)**

If delivery time will exceed thirty days after receipt of a purchase order, state the delivery time by the respective item in the "Description" column.

#### **AA. EVALUATIONS (As applicable)**

The Board of Education reserves the right to reject any and all bids, to waive any and all informalities, defects, technicalities or irregularities, and to award each item to different bidders or all items to a single bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) a substitution has been made, (2) an early delivery date is entitled to more consideration than price, (3) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (4) a bidder is not a responsible bidder and should be disregarded and (5) what exceptions or deviations from written specifications will be accepted. The Board of Education reserves the right to award any base bid and alternate bid(s) to different bidders. The Board of Education reserves the right to accept that bid which in its sole and absolute opinion is in the best interest of the District. It is the intent of the Board of Education to award a contract to the lowest responsible, responsive bidder meeting specifications which are in the best interest of the District as determined solely by the Board of

Education. While the financial responsibility of the Vendor is a significant concern, the Board of Education is equally concerned with the proven ability of the Vendor to satisfactorily perform its contract so that the services covered by the bid will be provided in accordance with the bid and contract documents.

are due, as designated on the cover sheet. Bids will be publicly opened and bid results announced. Awards, however, will not be made until after the staff has made a thorough analysis of all bids. Bid awards will be officially made at a subsequent meeting of the Board of Education.

**BB. PUBLIC BID OPENING**

Bidders and other interested parties are cordially invited to be present at the public bid opening to be held at the Maywood Melrose Park-Broadview School District 89 District Office, 906 Walton Street, Melrose Park, IL 60160, following the time the bids

Maywood SD89 is seeking proposals for the following installation with the specific hardware listed below. Please include hardware, warranty and installation in your proposal. Part numbers are below as well.

**Hardware:** Nimble Storage CS1000 San Array 84TB Installed HDD Capacity- 10 Gigabit-4U Rack Mountable Part **C1K-2P-84T-F**

**Support:** Nimble Storage Warranty/Support – Warranty-4 Hour- Exchange- Parts- Electronic and Physical Service Part **SLA-4HR**

**Installation and setup will include:**

- Link Nimble to Cisco 3850 stack
- Configure the Nimble management Networking
- Configure the Nimble SAN link to the Nimble Cloud Monitoring
- Configure iSCSI
- Configure Storage

The following will be done at our Data Center and will need to take place after July 1<sup>st</sup>, 2017.

If you have any questions please email David Delgado at [david.delgado@maywood89.org](mailto:david.delgado@maywood89.org)

GENERAL INFORMATION REQUIRED TO BE SUBMITTED WITH PROPOSAL:

The following documentation is to be included with the bid proposal:

- Information on at least three (3) comparable technology installation contracts for the past three (3) years with school districts of comparable size; include name of contract holder, name of contact person and phone number, and a brief description of the services and the scope of the project.

**CERTIFICATE OF ELIGIBILITY TO BID**

\_\_\_\_\_ (vendor/contractor), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended (720ILCS 5/33E-11), hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended (720ILCS 5/33E-3) and that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961, as amended (720ILCS 5/33E-4).

\_\_\_\_\_  
Vendor/Contractor

By: \_\_\_\_\_  
Print or Type

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



(Vendors/Contractors with 25 or More Employees)

**CERTIFICATE OF COMPLIANCE WITH  
ILLINOIS DRUG-FREE WORKPLACE ACT**

\_\_\_\_\_ (vendor/contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act*, as amended, (30 ILCS 580/1 et. seq.), and further certifies that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/1 et. seq.).

\_\_\_\_\_  
Vendor/Contractor

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Individual Vendor/Contractor)

**CERTIFICATE OF COMPLIANCE WITH  
ILLINOIS DRUG-FREE WORKPLACE ACT**

\_\_\_\_\_ (Individual Vendor/Contractor), does hereby certify pursuant to Section 4 of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/4) that (he, she) will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she) is not ineligible for award of this contract by reason of disbarment for a violation of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/1 et. seq.).

\_\_\_\_\_  
Individual Vendor/Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATE REGARDING  
SEXUAL HARASSMENT POLICY**

\_\_\_\_\_ (Vendor/Contractor), does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act*, as amended (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes, at the minimum, the following information: (1) the illegality of sexual harassment; (2) the definition of sexual harassment under State law; (3) a description of sexual harassment, utilizing examples; (4) an internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (6) directions on how to contact the Department of Human Rights and Human Rights Commission; and (7) protection against retaliation.

\_\_\_\_\_  
Name of Vendor/Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATE REGARDING  
BAN ON SMOKING**

\_\_\_\_\_ (vendor/contractor),  
pursuant to Maywood-Melrose Park-Broadview School District 89 Board of Education  
Policy No. 8:30 and the *Goals 2000: Educate America Act (Public Law 103-227)*, hereby  
certifies that (his, her, its) employees and any sub-contractors will abide by the ban on  
smoking in all school buildings and on all school grounds in the Maywood-Melrose Park-  
Broadview School District 89.

\_\_\_\_\_  
Vendor/Contractor

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

***(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)***

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**Organization Name**

**PR/Award Number or Project Name**

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**Name and Title of Authorized Representative**

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**Signature**

**Date**

### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**COURTESY NO BID RESPONSE QUESTIONNAIRE**

If you are not submitting a price on this bid, Maywood-Melrose Park-Broadview School District 89 would like your input as to why you are not bidding. Please indicate your reason and return by Bid Due Date to:

Maywood-Melrose Park-Broadview School District 89  
906 Walton Street  
Melrose Park, IL 60160

**Please mark the outside of the envelope “No Bid”.** Thank you.

Previous commitments, too busy.

Too small a job/order.

Too large a job/order.

Our firm not suited for this type of work.

Do not like to bid.

Could not schedule site examination.

Do not want to be bonded for this job.

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code