

LEGAL NOTICE - MUST RUN IN  
SOUTHTOWNSTAR  
FRIDAY, JANUARY 10, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
ADVERTISEMENT FOR BIDS

**VIRTUALIZATION COMPUTER HARDWARE**

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 24th day of January, 2014 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Virtualization Computer Hardware. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website, [www.orlandpark.org](http://www.orlandpark.org).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in bidding and to disregard all non-conforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER  
VILLAGE CLERK



# VILLAGE OF ORLAND PARK, ILLINOIS

## INVITATION TO BID

### Virtualization Computer Hardware

#### ISSUED

January 10, 2014

#### BID OPENING

January 24, 2014  
11:00AM

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**TABLE OF CONTENTS**

**I. INSTRUCTIONS TO BIDDERS**

- Overview ..... 2
- Bid Specifications ..... 4
- General Provisions ..... 5
- Bid Submission Requirements ..... 7
- Evaluation of Bids/Bidders ..... 9
- Bid Submittal Checklist ..... 10

**II. REQUIRED BID SUBMISSION DOCUMENTS**

- Bidder Summary Sheet ..... 12
- Bidder Detail Sheets ..... 13
- Business Organization ..... 18
- Certificate of Eligibility to Enter into Public Contracts ..... 19
- Sexual Harassment Policy ..... 20
- Equal Employment Opportunity ..... 21
- Tax Certification ..... 23
- References ..... 24
- Insurance Requirements ..... 25

**III. ADDITIONAL INFORMATION/EXHIBITS**

- Exhibit A Local Vendor Purchasing Policy ..... 27

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**I. INSTRUCTIONS TO BIDDERS**

**OVERVIEW**

The Village of Orland Park requests Bids for “Virtualization Computer Hardware” (“Project”) in the Village of Orland Park, Illinois (“Village”). See the Bid Specifications prepared by the Village of Orland Park for details on the Project (“Specifications”).

In order to be responsive, SEALED BIDS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, not later than 11:00 a.m., local prevailing time on January 24, 2014. All sealed bids must be submitted to the Village Clerk, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project which described in detail consists of the following:

*Purchase of Hewlett Packard and Cisco Systems Components in  
order to implement a virtualized computer server environment*

Oral, telephonic, facsimile or electronically transmitted bids shall not be considered.

No oral comments will be made to any Bidder as to the meaning of the Specifications or other contract documents. Requests for comments shall be made in writing. Contact Norm Johnson by e-mail at [njohnson@orland-park.il.us](mailto:njohnson@orland-park.il.us) if you have any technical questions on this project. Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the Specifications or General Provisions, or other bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**The bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation.** Failure of a bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement in its best interest.

Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**BID SPECIFICATIONS FOR:**

Virtualization Computer Hardware

**SCOPE OF WORK:**

The Village of Orland Park, Illinois is requesting bids for the computer hardware and manufacturer support elements necessary to implement a virtualized computer server environment. This bid will include components from two manufacturers: Hewlett Packard and Cisco Systems. No installation services are required in this bid. This bid is only for the part number provided.

**SPECIAL CONDITIONS:**

All hardware components are to be new, factory sealed units. No opened, used, refurbished or remanufactured units will be accepted. Delivery to be included in total amount bid.

**TECHNICAL SPECIFICATIONS:**

Twenty-Five (25) Hewlett Packard components per part numbers and descriptions;  
Five (5) Cisco Systems components per part numbers and descriptions

**Bid Submission:**

Please fully complete the Bidder Detail Sheet. Instead of individually pricing each component, please check each individual box in the column "Check Box" to affirm that the component will be included in the bid total. If an alternate manufacturer's part number is required, please note the new or alternate part number in the Notes column.

Do not include any pricing on the Bidder Detail Sheet.

Please make sure to check each individual box of the thirty (30) items to ensure that the item is included in the bid. Incomplete bids will not be accepted.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**GENERAL PROVISIONS**

**Contract** – The purchase order, bid documents and warranties shall serve as the contract between the successful bidder and the Village.

**This contract will expire upon completion, inspection, acceptance, and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.**

**Payments** – Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor's Dated Invoice for the amount being requested. Invoices should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Current invoice amount

**Assignment** – Successful bidder shall not assign the work of this Project without the prior written approval of the Village.

**Compliance with Laws** – The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of bids or the performance of the Contract.

Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Contractor shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

standards for minors, payment of wage due employees, and health and safety of employees. Contractor is required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

**Guarantees and Warranties** - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid. The bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

By submitting a bid, bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the contractor under its warranty immediately upon notification from the Village.

**Indemnification** - The selected contractor shall indemnify and hold harmless the Village of Orland Park ("Village"), its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of , or in performance of any of the provisions of the Contract Documents, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.



**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**BID SUBMISSION REQUIREMENTS**

**Bidder must submit three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be complete bound copies and one (1) of which shall be a complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain the forms with the original signatures.**

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

Each bidder is responsible for reading the bid documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in the Specifications and shall note in its bid the adjustments made to accommodate such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this Invitation to Bid and Specifications, (Project manual) all of which are on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

**Bidder Summary Sheet** – Section II includes the Bidder Summary Sheet that must be completed and submitted with the bid package.

**Bidder Detail Pricing Sheet** – Please fully complete the Bidder Detail Pricing Sheet. Line item pricing of each component is not required; however, please indicate that the item is included in your bid total by marking the "Check Box" for each component. If an alternate manufacturer's part number is required, or you are taking exception to an item, please note the new or alternate part number or provide an explanation in the "Notes/Comments" column.

**Bid Deposit** – No bid deposit is required to be submitted with this bid.

**References** – Bidders shall provide the Village with the names and contact information of three (3) references for which they have performed similar work. The bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from bidder's references to further evaluate the bidders.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**Insurance** – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker’s Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village’s Insurance Requirements attached in Section II. **Bidders must sign and submit with the bid, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as “coverage(s)”) that will be required to be in place before the commencement of any work by the successful bidder.** By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverages in place, that the bidder has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the bidder within ten (10) days after the date of the Notice of Award of the Contract. The bidder has the sole responsibility of verifying that the coverages and endorsements will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful bidder may incur as a result of obtaining said required coverage’s. The bidder also represents that they have taken the insurance requirements into account and at the bidders’ sole discretion, has factored this into the bid prices submitted. The successful bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village of Orland Park be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful bidder may incur to satisfy the obligations required herein.

**Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverages the bidder currently has in force.**

Upon award of the contract, any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “*The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.*” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a “Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s.” The certificate of insurance shall also state this information on its face and endorsements will be required to be submitted if awarded the contract. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village, but failure of the insurer to strike this reference shall not be a waiver of the obligation to provide any written notice.

**Payment and Performance Bonds** – No payment or performance bonds are required to be submitted by the successful bidder in relation to this project.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**Bid Price** - The submitted bid price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this bid packet. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

**EVALUATION OF BIDS/BIDDERS**

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids.

The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in conformity with the Contract documents, and the bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Contract shall be awarded to the lowest responsive, responsible bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the bidders.

Award of the contract is subject to Village of Orland Park Board approval. The Corporate Authority of the Village may elect to enforce its Local Vendor Purchasing Policy (see Section III Exhibit A – Local Vendor Purchasing Policy) when awarding the contract.

The Village may also conduct a pre-award facility survey of the bidder. This survey may include, but is not limited to, determining if the bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Virtualization Computer Hardware**  
**INVITATION TO BID**

**BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit all of the following items:

- Sealed Bid Envelope - Addressed to the Village of Orland Park, Attn: Village Clerk's Office, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled **Virtualization Computer Hardware ITB** in the lower left hand corner.
  
- Bid - Bidder must submit **three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be complete bound copies and one (1) of which shall be a complete, identical, unbound copy of the bid**, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain the forms with the original signatures.
  
- All forms completed from Section II:
  - Bidder Summary Sheet
  - Bidder Detail Sheets
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References

## **II – REQUIRED BID SUBMISSION DOCUMENTS**

**BIDDER SUMMARY SHEET**

**Virtualization Computer Hardware**

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

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

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**TOTAL DELIVERED BID PRICE:** \$ \_\_\_\_\_

**Days to Delivery from order date** \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE:** This proposal is valid for \_\_\_\_\_ calendar days from the date of submittal.  
(NOTE: At least 60 days should be allowed for evaluation and approval.)

## Bidder Detail Sheet

Item#	Check box	Quantity	Part #	Description	Notes/Comments
				<b>Hewlett Packard Items</b>	
1	<input type="checkbox"/>	1	QR489A	HP 3PAR StoreServ 7200 16Gb Base SAN Kit	
2	<input type="checkbox"/>	2	QR487A	HP 3PAR 7000 2-pt 10G iSCSI/FCoE Adapter	
3	<input type="checkbox"/>	18	QR492A	HP Hard drive - 300 GB - 2.5 - SATA-600 - 15000 rpm - for P/N: QR482A QR483A, QR485A	
4	<input type="checkbox"/>	1	QR490A	HP M6710 2.5in 2U SAS Drive Enclosure	
5	<input type="checkbox"/>	18	QR492A	HP Hard drive - 300 GB - 2.5 - SATA-600 - 15000 rpm - for P/N: QR482A QR483A, QR485A	
6	<input type="checkbox"/>	1	BC745A	HP 3PAR 7200 OS Suite Base LTU	
7	<input type="checkbox"/>	36	BC746A	HP 3PAR 7200 OS Suite Drive LTU	
8	<input type="checkbox"/>	1	BC767A	HP 3PAR 7200 Reporting Suite LTU	
9	<input type="checkbox"/>	1	H1K92A3#RD0	HP 3Y 4 hr 24x7 Proactive Care SVC HP 3PAR 7200 OS Suite Base LTU Supp	
10	<input type="checkbox"/>	1	H1K92A3#RDB	HP 3Y 4 hr 24x7 Proactive Care SVC HP 3PAR 7200 Reporting Suite LTU Supp	

Item#	Check box	Quantity	Part #	Description	Notes/Comments
11	<input type="checkbox"/>	1	H1K92A3#RRF	HP 3Y 4 hr 24x7 Proactive Care SVC HP 3PAR StoreServ7200 16Gb Base Kit Supp	
12	<input type="checkbox"/>	36	H1K92A3#S6L	HP 3Y 4 hr 24x7 Proactive Care SVC HP 3PAR 7200 OS Suite Drive LTU Supp	
13	<input type="checkbox"/>	36	H1K92A3#WUS	HP 3Y 4 hr 24x7 Proactive Care SVC HP 3PAR 7000 Drives under 1TB Support	
14	<input type="checkbox"/>	1	H1K92A3#WUW	HP 3Y 4 hr 24x7 Proactive Care SVC HP 3PAR 7000 Drive Enclosure Support	
15	<input type="checkbox"/>	2	H1K92A3#WUX	HP 3Y 4 hr 24x7 Proactive Care SVC HP 3PAR 7000 Adapter Support	
16	<input type="checkbox"/>	2	AJ833A	HP Network cable - LC multi-mode (M) - LC multi-mode (M) - 1.6 ft - fiber optic - 50 / 125 micron - OM3 - for HP 2530, 5120, E5406; ProLiant DL360e Gen8; StorageWorks 1/8 G2 Tape Autoloader	



Item#	Check box	Quantity	Part #	Description	Notes/Comments
17	<input type="checkbox"/>	2	QK734A	HP PremierFlex Network cable - LC multi-mode (M) - LC multi-mode (M) - 16.4 ft - fiber optic - OM4 - for HP SN6000, SN6000B 16Gb; ProLiant DL360e Gen8; StorageWorks 8/20q, 8Gb, SN6000	
18	<input type="checkbox"/>	4	AJ716B	HP B-Series SFP+ transceiver module - Fibre Channel - plug-in module - for P/N: QK713A, QK714A, QK753A, QK754A, QR480A, QR481A	
				<b>Hewlett Packard Servers</b>	
19	<input type="checkbox"/>	3	670854-S01	HP ProLiant DL380p Gen8 Server - rack-mountable - 2U - 2-way - 2 x Xeon E5-2640 / 2.5 GHz -RAM 16 GB - SAS - hot-swap 2.5 - no HDD - Matrox G200 - Gigabit LAN -Monitor : none. - Smart Buy	
20	<input type="checkbox"/>	24	647901-S21	HP Low Power kit Memory - 16 GB - DIMM 240-pin - DDR3 - 1333 MHz / PC3-10600 - CL9 -registered - ECC - Smart Buy	
21	<input type="checkbox"/>	6	652605-S21	HP Enterprise Hard drive - 146 GB - hot-swap - 2.5 SFF - SAS - 15000 rpm - Smart Buy - with HP SmartDrive carrier	

Item#	Check box	Quantity	Part #	Description	Notes/Comments
22	<input type="checkbox"/>	3	593722-B21	HP NC365T Network adapter - PCI Express 2.0 x4 low profile - Gigabit Ethernet x 4 -for ProLiant DL385p Gen8, DL560 Gen8, ML310e Gen8, ML350p Gen8, SL250s Gen8, SL270s Gen8	
23	<input type="checkbox"/>	3	AP770B	HP 82B Host bus adapter - PCI Express 2.0 x4 / PCI Express x8 low profile - 8Gb Fibre Channel x 2 - for Modular Smart Array P2000 3.5-in, P2000 G3; ProLiant DL360e Gen8, DL380p Gen8, DL385p Gen8	
24	<input type="checkbox"/>	3	512485-B21	HP Integrated Lights-Out Advanced License + 1 Year 24x7 Support - 1 server - for ProLiant BladeSystem - for ProLiant DL360e Gen8, DL385p Gen8, DL560 Gen8, ML310e Gen8, SL250s Gen8, SL270s Gen8	
25	<input type="checkbox"/>	3	UE894E	Electronic HP Care Pack 4- Hour 24x7 Same Day Hardware Support Extended service agreement - parts and labor - 3 years - on- site - 24x7 -4 h - Smart Buy - for ProLiant DL380 G7, DL380p Gen8, DL385 G7, DL385p Gen8	

Item#	Check box	Quantity	Part #	Description	Notes/Comments
				<b>Cisco Switching Components</b>	
26	<input type="checkbox"/>	2	WS-C3750X-48T-S	Cisco Catalyst 3750X-48T-S Switch - managed - 48 x 10/100/1000 - rack-mountable	
27	<input type="checkbox"/>	2	CON-SNTP-3750X4TS	Cisco SMARTnet Premium Extended service agreement - replacement - 24x7 - 4 h - for P/N: WS-C3750X-48T-S, WS-C3750X-48T-S-RF	
28	<input type="checkbox"/>	2	CAB-STACK-50CM=	Cisco StackWise Stacking cable - 1.6 ft - for Catalyst 3560X-24, 3560X-48, 3750G-24	
29	<input type="checkbox"/>	2	C3KX-NM-10G=	Cisco Expansion module - 10 Gigabit LAN - 2 ports + 2 x SFP - for Catalyst 3560X-24, 3560X-48, 3750X-12, 3750X-24, 3750X-48	
30	<input type="checkbox"/>	2	SFP-H10GB-CU1M=	Cisco SFP+ Copper Twinax Cable Twinaxial cable - SFP+ - SFP+ - 3.3 ft - for Catalyst 2960, 2960-24, 2960-48, 2960G-24, 2960G-48, 2960S-24, 2960S-48; UCS 6140	

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**Company Name**

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this bid.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

\_\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

\_\_\_\_\_ (Corporate Seal)  
Business Name

\_\_\_\_\_ Signature \_\_\_\_\_ Print or type name

\_\_\_\_\_ Title \_\_\_\_\_ Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, \_\_\_\_\_, being first duly sworn certify  
and say that I am \_\_\_\_\_  
(insert "sole owner," "partner," "president," or other proper title)

of \_\_\_\_\_, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, \_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor) for \_\_\_\_\_ (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

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

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

**C.** 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by

personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor 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 Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## TAX CERTIFICATION

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for \_\_\_\_\_, which has submitted a bid to the Village of Orland Park for

\_\_\_\_\_ and I hereby certify  
(Name of Project)

that \_\_\_\_\_ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

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

Title: \_\_\_\_\_

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## REFERENCES

**(Please type)**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

## INSURANCE REQUIREMENTS

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

### **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

***EXCESS MUST COVER:*** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

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

## **III – ADDITIONAL INFORMATION/EXHIBITS**

**EXHIBIT A**

**VILLAGE OF ORLAND PARK  
LOCAL VENDOR PURCHASING POLICY**

The Village of Orland Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village of Orland Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	Not Applicable

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Orland Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.