

# DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201  
General Email: purchasing@dupageco.org

REQUEST FOR PROPOSAL:	P15-070-KK	PROPOSAL ISSUE DATE:	04/23/15
PROPOSAL DESCRIPTION:	REPLACEMENT OF EXISTING STORAGE AREA NETWORK		
PROPOSAL OPENING DATE:	05/15/15	PROPOSAL OPENING TIME:	3:00 P.M.
SUBMIT ONE ORIGINAL PLUS TWO COPIES		BOND REQUIRED: NO	

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE CONSIDERED.

### TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposal for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original proposal and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

A Pre-Proposal conference is scheduled for **May 1, 2015 at 10:30 a.m. Local Time, DuPage County JTK Administration Bldg., 421 North County Farm Road, Room 3-500A, Wheaton, IL 60187, or you can call in at 888-557-8511 and when prompted enter Participant ID # 7537506 .**

All proposals are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered and time stamped, prior to the public proposal opening date and time, to:	<b>DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978</b>
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Any communication regarding this invitation between the date of issue and date of award is required to go through the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).

**Unauthorized contact with other DuPage County staff or officers is strictly forbidden.**

BUYER:	Karin Kietzman	PHONE:	(630) 407-6181
EMAIL:	Karin.kietzman@DuPageCo.org		

FULL NAME OF PROSPOSER	
PROSPOSER CONTACT PERSON	
TELEPHONE NUMBER	

**FACSIMILE AND/OR E-MAIL TRANSMITTED PROSPOSALS WILL NOT BE ACCEPTED**

**PLEASE NOTE: Our proposal documents have changed; please review carefully.**

**COUNTY OF DU PAGE, ILLINOIS**

**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>REPLACEMENT OF EXISTING STORAGE AREA NETWORK</b>
<b>USER DEPARTMENT:</b>	<b>DuPage County Information Technology</b>

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Deadline for Exceptions to Proposal Language and Specification Inquiries.	Must be submitted in writing to: <a href="mailto:karin.kietzman@dupageco.org">karin.kietzman@dupageco.org</a>	05/05/15	3:00 p.m.
Proposal Due	Procurement Services, Room 3-400	05/15/15	3:00 p.m.

√	<b>SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL PROPOSAL
	TWO (2) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD

# COUNTY OF DU PAGE, ILLINOIS

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## INSTRUCTIONS TO PROPOSERS

### ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com), as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at [www.adobe.com/products/acrobat/readstep.html](http://www.adobe.com/products/acrobat/readstep.html).

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

### ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

### PROSPOSAL REQUIREMENTS:

All proposals shall conform to the terms and conditions set forth in this Request for Proposal (the RFP). Please make and retain a copy of your Response (Proposal) for your records. The proposal must be enclosed in a sealed envelope bearing the proposal number and the printed title of the proposal. Proposers must sign, in ink, the proposal form where indicated and have the signature notarized. **Unsigned proposals will not be read.**

Proposer shall acknowledge receipt of each addendum issued in the space provided on the proposal form.

### ALTERNATE/EQUAL PROPOSALS:

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those proposals will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in proposing the alternate item, the proposer must also attach manufacturer's printed specifications and literature.

Proposers submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Manager of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Procurement Manager's decision will be final and binding.

Proposers are encouraged to submit cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many proposers and encourages creativity in proposing. Alternates may be considered if the proposal submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible proposal as specified.

### COMPETITION INTENDED:

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Proposer's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination

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thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for proposals to close.

### **DEVIATIONS:**

The County of DuPage reserves the right to approve any material the Proposer proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item proposal, from that prescribed in the specifications, Proposer must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

### **EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the proposal number and the specification, contract term or other portion of the Invitation to Proposal which is being accepted. If the Proposer wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Proposer agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the proposal.

### **EXAMINATION BY PROPOSER:**

The Proposer shall, before submitting his proposal, carefully examine the proposal and specifications. If his proposal is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

### **ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted proposals will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile or e-mail proposal specifications to the Proposer.

### **INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Proposer is uncertain as to the meaning of any part of the specifications or this RFP, the Proposer is expected to contact the Procurement Services Division no less than seven (7) days prior to proposal opening date.

### **PREPARATION OF PROPOSALS:**

The Proposer shall return his proposal with all pages intact. Please make and retain a copy of the signed proposal for your records. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Proposer shall acknowledge receipt of each addendum issued in the space provided on the proposal form.

When a proposal consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be proposed, and/or where proposals are to be made on more than one item, the Proposer shall extend the unit price(s) proposal in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the proposal and shall indicate same on the proposal pricing page. The Proposer must propose in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of proposals. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base proposal and the true sum of the individual proposal items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine proposal award. The quantities for all items on which proposals are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Proposals will be compared on the basis of number of units stated in

## COUNTY OF DU PAGE, ILLINOIS

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the Proposal Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum proposal amount, the "Written in Words" shall govern.

Proposers are warned against making any erasures or alterations of any kind, and proposals that contain omissions, erasures, conditions, or alterations may be rejected. The Proposer must fill in all blanks. Use "N/A" or "None" where applicable.

If the Proposer is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Proposer is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Proposer is a sole proprietor, the owner shall execute the proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

### **SUBMISSION OF PROPOSALS:**

The Proposer shall be responsible for delivery of proposals to the Procurement Services Division before the date and hour set for the opening of proposals. Late proposals will not be considered and will be returned unopened.

All proposals must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Proposals mailed "EXPRESS MAIL" must have proposal number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

### **PROPRIETARY INFORMATION:**

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 150/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 150/7(1)(g). We retain the right to review vendor RFP responses with paid agents or analysts retained by the company, who have a nondisclosure agreement (NDA) signed with us. The county will assume that all information provided to us in a proposal or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

**END OF INSTRUCTIONS TO PROPOSERS**

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## GENERAL CONDITIONS

### **ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSAL:**

If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Proposal conference, the revisions will be provided only to those Contractors who will have attended the Pre-Proposal conference.

Addendum information is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the proposal deadline.

### **APPLICABLE CODES AND ORDINANCES:**

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

### **CHANGES:**

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

### **COMMENCEMENT OF WORK:**

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

### **COMMUNICATIONS:**

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

### **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:**

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

### **CONTRACTOR PERFORMANCE:**

The Instructions to Proposer, Proposal Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

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### **DISCIPLINE:**

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

### **DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

### **ENDORSEMENTS:**

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

### **F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Proposer must be the total cost delivered to the location(s) stated. Proposer must not qualify his proposal by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

### **FORCE MAJEURE:**

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

### **HOLDING OF PROPOSALS:**

Offeror may withdraw the proposal at any time prior to the time specified as the closing time for the receipt of proposals. However, no Offeror shall withdraw or cancel the proposal for a period of ninety (90) calendar days after said closing time for the receipt of proposals. Unauthorized withdrawal may result in forfeiture of the proposal bond, or if no proposal bond is required, the withdrawing Offeror shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-proposing.

### **INDEMNITY:**

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

### **LAW GOVERNING:**

The RFP and resulting contract shall be governed by the laws of Illinois. Proposer agrees to comply with all applicable State and Federal laws.

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### **LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

### **LOBBYIST REGISTRATION:**

Proposer shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

### **MSDS:**

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

### **MISCELLANEOUS REQUIREMENTS:**

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Proposal. All Proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

### **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

### **PATENTS:**

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

### **PAYMENT:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

### **PROTEST:**

No protest shall be based on a matter or issue which could have been raised as an exception prior to proposal opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the proposal by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

### **RESERVATION OF RIGHTS:**

The County of DuPage reserves the right to reject any or all proposals failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest proposal is not the most responsible proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible



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Offeror, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Offeror's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the ITB will result in the disqualification of the proposal from further consideration.

The County further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a proposal confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

### **TAX:**

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

### **TERMINATION, CANCELLATION AND DAMAGES:**

Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any reason upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

Either party may terminate this Agreement, effective immediately, if (i) such party determines, in its sole discretion, that continuation of the Agreement would jeopardize the health or welfare of any patient residing at the FACILITY, (ii) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (iii) the other party breaches any representation, warranty or other term of this Agreement, (iv) the other party is convicted of any offense punishable as a felony, (v) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Notwithstanding anything set forth in this Agreement to the contrary, if any of the terms of this Agreement are held to violate any law or regulation relating to the delivery of and/or reimbursement for health care services, including but not limited to, Medicare and/or Medicaid laws and regulations, either party may terminate this Agreement effective immediately upon written notice to the other party.

### **TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

### **VENUE:**

By submitting a response, Proposer agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

### **WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## **END OF GENERAL CONDITIONS**

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**SPECIAL CONDITIONS**

**ACCURACY DISCLAIMER:**

The Proposer shall thoroughly acquaint himself with the sites for the proposed proposal to fully understand the facilities, difficulties and restrictions attending to the execution of the proposal. The Proposer will be allowed no additional compensation for his failure to be so informed.

**ADDITIONAL MISCELLANEOUS REQUIREMENTS:**

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

**INVESTIGATION OF OFFERORS:**

The County will make such investigations as are necessary to determine the ability of the Proposer to fulfill proposal requirements. The Proposer shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and supplies similar to that included in this proposal. It shall be at the sole discretion of the County to reject any proposal if it is determined the Proposer does not fully demonstrate its ability to carry out the obligations of the contract.

**JOINT PURCHASING:**

**OTHER TAXING BODIES:** Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your proposal to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES \_\_\_\_\_ NO \_\_\_\_\_

State any other requirements that they would have to meet beyond that of our Proposal invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this proposal, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

**PERMITS, FEES, AND NOTICES:**

The Proposer shall secure and pay for all Building Permits, IEPA Construction and Operating Permits, and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

**PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DuPAGE:**

All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand.

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract/and (3) be returned upon request.

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### **PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED**

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

### **RIGHT TO INSPECT:**

The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, and other qualifications of the Proposer and to reject any Proposal regardless of price if it shall be administratively determined that in the Counties sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. The County reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this Proposal.

### **SUBCONTRACTORS:**

All subcontractors shall be identified on the form contained herein.

**VENDOR QUALIFICATIONS:** Vendor will provide a general history, description and status of their Company.

**END OF SPECIAL CONDITIONS**

**COUNTY OF DU PAGE, ILLINOIS**

**INSURANCE REQUIREMENTS**

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

<b>TYPE OF INSURANCE</b>		<b>MINIMUM ACCEPTABLE LIMITS OF LIABILITY</b>
1.	<b>Workers Compensation</b>	Statutory
2.	<b>Employers Liability</b>	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
3.	<b>**Commercial General Liability ****</b>	
	A. Per Occurrence	\$2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$2,000,000
	2. General Aggregate - Products/ Completed Operations	\$2,000,000
4.	Personal and Advertising Injury Each Occurrence	
5.	<b>Fire Legal Liability (any one fire)</b>	\$100,000
6.	Medical Expense (any one person)	\$5,000
7.	<b>**Umbrella Excess Liability (over primary)</b>	\$1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$1,000,000
8.	<b>** Business Auto Liability ****</b>	\$1,000,000
9.	<b>Professional Errors and Omissions</b>	
10.	<b>***Environmental Impairment / Pollution Liability</b>	

**If vendor is providing Professional Services (Group D and G) then add this paragraph to the BID/RFP.**

**Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/2 million dollars (\$3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The service provider shall provide the COUNTY endorsements at the beginning of each year evidencing same.**

**If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.**

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE: A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.  
 B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.

## COUNTY OF DU PAGE, ILLINOIS

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C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division  
Karin Kietzman, Buyer  
421 North County Farm Road  
Wheaton, IL 60187-3978

TX: (630) 407-6181  
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

### **CHANGES IN INSURANCE COVERAGE:**

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

### **INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

### **SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

### **NOTICE OF LAWSUIT:**

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

### **CHOICE OF LEGAL COUNSEL:**

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

### **RIGHTS RETAINED:**

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

## **END OF INSURANCE REQUIREMENTS**

**COUNTY OF DU PAGE, ILLINOIS**  
**REQUEST FOR PROPOSAL #P15-070-KK**  
**SPECIFICATIONS**

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# COUNTY OF DU PAGE, ILLINOIS

## RFP Instructions

### Executive Summary

The bidder must provide a brief summary of the proposal, highlighting the solution description and outlining the specific benefits to DuPage County, Illinois.

### Objectives/Scope of Work

The purpose of this Request for Proposal (RFP) is the procurement of equipment and services for a Storage Area Network (SAN) to replace the County's existing storage infrastructure. The proposed solution shall have 150 TB of usable capacity before any storage efficiencies. It shall also include Professional Services for the installation, integration and migration of data from the existing SAN to the proposed solution. Any proposed solution must provide an increased capacity, performance, reliability and functionality over the County's aging HP. In addition, the proposed solution shall continue to support existing operations, while allowing the County to move forward with established industry best practices.

### Environment the Storage Array Will Support

### Existing Infrastructure

- DuPage County currently has an HP EVA 6400 with approximately 89 TB of usable storage. There is one main data center located at 421 N. County Farm Road, Wheaton, IL. This data center was built in 2014. The data center is a climate controlled, access controlled environment with standard sized data racks.
- Currently there is only one data center with no replication. However, the County may in the future relocate the existing HP EVA SAN to a secondary site and replicate data housed at the primary site either synchronously and/or asynchronously across the network infrastructure. The County is also considering Cloud options for backup and disaster recovery.
- DuPage County supports approximately 70 physical servers and 50 virtual machines.
- DuPage County currently runs two hypervisor environments, running VMWare ESX, with plans to add a third VMWare environment and potentially a Hyper-V environment. We also have a Citrix XenApp farm. Any proposed solution will integrate and support these APIs.
- DuPage County runs a multitude of in-house and COTS applications, including Lawson ERP, SQL 2000 to SQL 2012 servers, Exchange 2010, Sharepoint 2013, System Center Configuration Manager 2012, CareVoyant, Kronos, Capita Technologies Case Management, and Hyland OnBase Document Management.
- DuPage County currently has an HP EVA 6400 SAN, with two redundant HP Branded Brocade Fibre Channel Switches which support up to 8 GB each. As mentioned, the existing SAN has approximately 89 TB of usable storage, and is currently at approximately 98% capacity. All servers are redundantly attached to the SAN connected via Fibre Channel HBA cards.
- DuPage County has primarily a Windows Server 2008 – 2012 server environment, with some Windows 2003 servers. We do support a small number of Linux based servers, which are all Virtual Machines residing on VMWare. Backup software utilized is both Symantec NetBackup and Microsoft DPM (limited use). All backups are currently client based.

### Existing Storage Arrays

- The current HP EVA is coming end of life and is at near capacity. Our desire is to replace this using newer technology offering deduplication, compression, ease of manageability, reporting, and increased capacity allowing for future growth. We would also like to utilize CIFS protocol to consolidate or eliminate Windows File Servers.
- All required hardware should be delivered no later than 30 days after the award of contract with all installation and migration to be completed by the selected vendor within 45 days thereafter.
- Current SAN is an HP EVA 6400 with 109.2 TB Raw Capacity and approximately 86.9 TB Usable Capacity.

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- Current total IOPS are 3,800, however the new solution should have a minimum of 11,000 for future proofing.
- DuPage County has consistently added approximately 20 TB of storage per year over the past 6 years.
- DuPage County is currently considering several different options for DR. Some of those options are
  - Replication to Cloud environment such as Microsoft Azure
  - Replication to HP EVA located at secondary site
  - Cloud based site recovery
- DuPage County intends to continue to use the HP branded Brocade Fibre Channel switches to connect any new system.

### Users and Applications

- The County of DuPage has one main location with all switches fiber connected to the main data center located at 421 N. County Farm Road in Wheaton, IL. The County provides network folders for a majority of its approximately 2,500 employees. In addition to file storage, we also provide application services on SAN attached servers, both physical and virtual, to those users.
- DuPage County supports the following major applications
  - Microsoft Exchange 2010
  - Lawson ERP
  - Microsoft SQL (versions 2000 – 2012)
  - Microsoft Sharepoint 2010
  - Kronos
  - Capita Technologies Case Management
  - Hyland OnBase Document Management
  - MHC Document Management
  - A variety of in house .Net and Visual Studio applications

### Miscellaneous

The complete proposal must include the proposal document with a point-by-point response to the RFP and all other materials requested. The bidder may include any additional materials it feels could assist in the evaluation of its proposed systems. However, the bidder must provide complete responses to each question. References to other documents will not be accepted.

Proposals that do not follow the RFP's format and content requirements will be subject to rejection without appeal.

### **Solution Architecture and Platform**

Bidder should provide an architectural solution overview, including:

- A high-level architecture to include a description of the solution being proposed.
- An explanation of how the solution will support the organization's existing software portfolio, SLAs and operational procedures.
- An identification of any restrictions or capacity limitations regarding what services can run on given platform(s) in the proposed solution.
- An identification of any storage efficiency feature restrictions related to the applications being hosted on the proposed solution



## COUNTY OF DU PAGE, ILLINOIS

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- An identification of how requisite performance will be delivered in the proposed solution.
- A description of how growth is accounted for in the overall system design (e.g., scale-out versus scale-up). Identify how much capacity can be added to the existing installation.
- An identification of how high availability is accomplished (i.e., fault tolerance, self-healing, self-repairing, non-disruptive repair and upgrade activities) with the proposed solution.
- A description of the approach to deploying the storage array in hybrid cloud environments.
- An identification of whether all proposed hardware are new (unused) and the latest models are in current production, including an explanation for any deviations.
- A summary of the key differentiating aspects of your solution versus other leading vendors. These differentiating characteristics should map to specific aspects of the DuPage County environment.

### Storage Array Functionality

This section identifies the key features included in the bidders' solution. It should only include products or features that are generally available and shipping. Any products or features not generally available (e.g., beta or not yet shipping) at the time of this RFP should be explicitly noted. Bidder should identify the following capabilities:

#### Capacity Scalability

- The solution must support seamless addition in capacity. Identify the following characteristics of the proposed solution:
  - Maximum storage capacity a single array can support
  - Maximum usable capacity by common RAID types
  - Maximum number of physical hard-disk drives/solid-state drives (HDDs/SSDs) per system. Provide detailed response by drive type and size
  - Number of logical unit numbers (LUNs) that are supported per system (overall)
  - Maximum size of a LUN or file system
  - Number of snapshots per LUN or file system and per system
  - Number of host ports per array or cluster. Provide detailed response on what type and speeds.
  - Number of initiators (i.e., server images) that are supported
- The array must support nondisruptive expansion of any logical volume in the system
- Describe any methods used to maintain adequate performance levels as the proposed solution scales in capacity.
- Describe methods available that facilitate minimal scaling of storage administrative personnel as the array scales in capacity.

#### Efficiency

- Is thin provisioning supported?
  - Describe the general process used to perform thin provisioning.
  - Describe the performance impact of the thin-provisioning feature and any restrictions in the thin-provisioning design. Specifically, describe storage tiers and third-party applications that should or should not utilize thin provisioning.
  - What is the page or subvolume/LUN size of data for which you allocate capacity at write time? Can this space be automatically reclaimed to form a volume or file system after it is no longer needed or in use?
- What type of data reduction (compression, deduplication, etc.) support by protocol is offered to enhance storage efficiency?

## COUNTY OF DU PAGE, ILLINOIS

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- Deduplication
  - Describe the methodology and the general process used to perform deduplication.
  - Is it implemented as an in-line or post-ingest process?
  - What is the read/write impact on performance of the deduplication feature?
  - Are there any restrictions in deduplication use cases? Specifically, describe storage tiers and third-party applications that should or should not utilize deduplication.
  - Does the use of deduplication preclude the use of other features, such as thin provisioning, autotiering, etc?
  - What are the average deduplication ratios by common workloads?
- Compression
  - Describe the methodology and the general processes used to perform compression.
  - Is it implemented as a real-time or post-ingest process?
  - What is the performance impact of the compression feature?
  - Are there any restrictions in compression use cases? Specifically, describe storage tiers and third-party applications that should or should not utilize compression.
  - Does the use of compression preclude the use of other features, such as thin provisioning and autotiering?
  - What are the average compression ratios by common workloads?
- Describe the storage-tiering capabilities offered by the system to enhance performance and reduce costs.
  - How many tiers are supported by the tiering software, and are there any restrictions on simultaneous data movement between tiers?
  - What is the page or subvolume/LUN size of data that you move between the tiers?
  - What is the minimum and maximum monitoring period required by your tiering software to make a tiering decision?
  - How often does the tiering algorithm move data between tiers? Can this be changed by the user?
  - Can users specify which applications, data, LUNs or files can be blocked or "fenced off" from being eligible to be moved? What is the process for doing it?
  - Can users specify applications, data, LUNs, or files to be fixed or "pinned" to a specific HDD/SSD tier? How can they do it?
- Describe the ability of the system to configure and manage flash as second-level cache.
  - Does it cache both reads and writes?
  - Does it use separate read and write caches?
  - Does it use the same SSDs (part numbers) for cache and identifiable storage tiers?
- What enhancements have been made to data reduction features in your product to take advantage of flash?
- Describe any other differentiating or highly innovative features compared to leading competitors. Include whether these features are proprietary or not.

### Interoperability and Ecosystem

- The following OSs must be supported by the storage array

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- HP UX 11i, HP Tru64 5.x, HP OpenVMS 8.x
- IBM AIX 5.x/6.x/7.x, z/OS
- Microsoft Windows 2003/2008/2012
- Oracle Linux Server 6.x, Solaris 9.x/10.x/11.x
- Red Hat Enterprise Linux 5.x/6.x
- The following hypervisors must be supported by the storage array
  - Microsoft Hyper-V
  - Red Hat KVM
  - VMware ESXi
- The following host protocols must be supported: FC, iSCSI, FCoE, NFS, CIFS, (on an as-needed basis, REST/HTTP and/or Infiniband may be included). Please specify versions and speeds supported.
- Describe how DuPage County can utilize the CIFS protocol to eliminate or consolidate Windows File Servers. Indicate any additional hardware/software/licensing components required for this.
- Describe how the proposed storage architecture can achieve compatibility with the organization's existing infrastructure, OSs and software?
- Specify any reused items of the existing organizational infrastructure during the project refresh or upgrade.
- Please provide details of hypervisor API support. Examples include VAAI and VASA support.
- Please list the third-party independent software vendors (ISVs) that you have integrated with for backup/recovery. Provide specific details on snapshots and replication integration.
- Please list the third-party ISVs that you support for archiving and any specific array-level features that help in the integration.
- Do you provide storage virtualization capabilities for third-party arrays? Outline the salient features of your storage virtualization feature and list the supported arrays.
- Are you providing agents that tightly integrate with the following products for the purposes of simplifying archiving, backups and DR testing, and for improving failback, recovery point objectives and RTOs? Specify the versions that you support:
  - Citrix XenServer
  - CommVault Simpana
  - HP Data Protector
  - IBM TSM
  - Microsoft Exchange
  - Microsoft SQL server
  - Microsoft Hyper-V
  - Red Hat KVM
  - Symantec Enterprise Vault
  - Symantec NetBackup
  - VMware ESXi

## COUNTY OF DU PAGE, ILLINOIS

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- Do you provide a converged infrastructure (tightly integrated compute, storage, networking)? Describe the salient aspects of your converged infrastructure strategy.
- Describe the integration of your solution with cloud management platforms. Specifically, does your solution support APIs provided by cloud management platforms (such as VMware vCloud Suite, Microsoft System Center, or OpenStack)?
- Do you provide support for any public cloud APIs (such as Amazon S3 API, Microsoft Azure, OpenStack Swift or CDMI)?

### Manageability

- The array must support syslog, Simple Network Management Protocol (SNMP) traps, email and/or "Call-Home" notification. Provide an overview of how this is securely enabled.
- The array must support online configuration of alert threshold, severity level and notification method for each type of event.
- Describe array management options:
  - GUI-based single pane of management console
  - CLI
  - Security features: SSL, SSH, and others
  - Audit log
- The array must be able to generate capacity reports (current and historical) that contain the below information:
  - Total raw capacity
  - Total usable capacity
  - Percentage of allocated capacity
  - Disk group and disk pool utilization
  - Percentage consumed and subscribed for thin pools.
- The array must be able to generate performance reports (current and historical) that contain the below information:
  - CPU utilization
  - Cache utilization
  - Front-end director utilization
  - Back-end director utilization
  - Hot spots or heat map
  - Server to HDD visibility of IOPS
- Describe problem determination capabilities to identify and isolate performance issues or bottlenecks by individual users, files, LUNs, volume groups, ports or any other structures. Are such reports graphical user interface (GUI) or command-line interface (CLI)-based?
- Describe the auto-configuration features that exist to ease set-up, configuration and operations.
- Describe any tools you offer to automate the storage provisioning process? Elaborate on integration with third-party orchestration software.
- What capabilities are built into the system for secure multi-tenancy, self-service and metering?
- Can capacity chargeback reports be generated?

## COUNTY OF DU PAGE, ILLINOIS

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- Describe the support that exists for monitoring of performance metrics, capacity and hardware healthiness on the SAN infrastructure.
- What quality of service (QoS) features does your system support, and at what level of granularity?
- Does the system support automatic rebalancing of storage pools, paths during increases or decreases in capacity?
- Can real-time storage performance reports be generated? If so, what granularity?
- Can capacity trending reports be generated for the purpose of capacity planning?
- Describe the support that exists for ad hoc reports and the type of customization that is possible.

### Performance

The proposed storage array must be able to meet the below-mentioned IOPS, throughput and response time requirement:

- Peak IOPS of  $\geq 20,000$  with a response time  $< 20$  ms without cross-site data replication.
- The system should meet the following IOPS, throughput requirements  $> 20,000$  in the next 5 year period.
- The system latency should be less than 20 ms during the 5 year time period.
- Describe the ability to perform priority input/output (I/O) control for critical applications.
- What is the highest customer aggregate throughput achieved so far by a node (for a scale-up architecture) or a cluster/namespace (for a scale-out architecture)?
- Can you provide independent performance benchmark data (such as SPC-1 or SPEC SFS) for IOPS, throughput, response times? Please provide full information, including the year of testing, model number, configuration and workloads.

### Availability

- There should be no single point of failure (SPOF) within the storage array. Individual component failures (controller, port, cache, disk, enclosure, or any other vendor specific element) should not cause loss of data accessibility, data integrity or a full array failure.
- All hardware repair activities must be non-disruptive.
- The array must support non-disruptive disk, disk enclosure, cache, front-end and back-end adapter upgrade.
- Must support non-disruptive microcode upgrade.
- Must support dynamic LUN expansion.
- The storage array must have a complete cache protection mechanism by destaging data or providing complete cache data protection with battery backup for up to 2 hours or more.
- Must support global disk sparing.
- Must provide support for the following RAID schemes: RAID 0, 1, 5, 6 and 10. Please explain if any proprietary RAID schemes are used.
- What is the recommended RAID configuration for maximum performance and quick disk rebuild time?
- Describe the process of rebuilding data on a failed HDD or SSD. Specifically, how is the spare drive identified, and how is the user notified? Also, describe any capability to accelerate the rebuilding process and provide a range of rebuild times by HDD or SSD capacity.
- What is the guaranteed availability (four nines or five nines or six nines)?
- What is the maximum impact of controller failure on system throughput (%)?
- What is the maximum impact of microcode update on system throughput (%)?

## COUNTY OF DU PAGE, ILLINOIS

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- What is the time required to perform a successful, non-disruptive microcode update?
- For scale-out systems, does the failure or outage of any node cause loss of access to data or permanent data loss?
- What fault isolation techniques exist to ensure high availability?
- Describe the inbuilt protection techniques for preventing data corruption.
- Describe the replication features available in your product and elaborate on your support for different replication methodologies.
- Outline the various techniques that are available to reduce network bandwidth consumption during replication.
- Explain how data corruption exposures are minimized during replication.
- Describe the snapshot capabilities, clearly outlining the product features and differentiators?
- What is the maximum number of snapshots that can be handled within the storage array?
- What is the maximum number of snapshots per LUN or volume?
- Describe how snapshot restore can be effected and any integration with third party software?
- Describe in detail the disaster recovery process of the proposed solution. Also, specifically answer the following questions:
  - What is the range of RTOs and RPOs supported?
  - At what distance is the solution supported?
  - What is the performance impact of your solution?
  - What, if any, is the average data loss associated with your solution?
- Describe any other resiliency features not mentioned above that make your storage array more resilient or specific features available only with your product?

### Security

- The proposed solution must support hardware-based data encryption. Describe whether you provide native encryption or whether it is through third-party integration.
- The proposed storage provisioning, monitoring and resource management tools must support role-based access control (RBAC).
- What are the default roles that are provided in your solution?
- The proposed storage administration tools must be able to generate audit logs to keep track of user logons, unauthorized login attempts and the changes made by users.
- How is access to the audit and system logs securely implemented?
- The proposed solution must support SAN fabric pWWN zoning and LUN masking to prevent unauthorized access of storage assets.
- Describe the access control settings outlining any integration with third-party LDAP/AD systems.
- Describe the support for third-party anti-malware software.
- Describe the capability to perform data erasure within the storage and explain the data erasure mechanism.
- Describe the capability to integrate with DuPage County existing security solutions.

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### Migration

- Describe the process required to migrate existing data from current HP EVA to proposed solution. Include any software/hardware/licensing required to migrate data.

### Others

#### General Software Requirements

- Bidder must provide specific software versions recommended for each class of equipment, including release notes.
- Bidder must include documentation regarding open bugs or issues in the software versions proposed, ordered by priority (likely as an appendix).

#### Nondisclosure agreements (aka NDA or gagging clauses and restrictions on communication)

- The contract should not contain any restrictions concerning user freedom to discuss any failures, reductions of service, outages, cost escalations, or any other product or supplier failures with third parties.

#### Physical Requirements

Bidder should specify:

- Floor space to support the proposed solution
- Floor loading and elevation requirements
- Raised-floor requirements
- Minimum ceiling height
- Location of network interfaces (e.g., front, rear)
- Options for mass termination of cables
- Field-replaceable units (FRUs) that require removal of cables before replacement

(A diagram is optional.)

#### Environmental Requirements

Bidder should specify:

- System power circuit breaker panel location
- Lighting requirements
- Long- and short-term environmental ranges that the system can tolerate, including the:
  - Acceptable temperature range
  - Acceptable humidity range
  - Acceptable particulate contaminant range
  - Heat dissipation of the system at maximum configuration in British thermal units (BTUs) per hour
  - Required airflow (front to back, left to right, etc.)
  - Specialized rack requirements

#### Power Requirements

Bidder should specify:

- Acceptable voltage and phase parameters ranges.
- Power requirements power connectors, and circuit breaker panel requirements.
- Recommendations for reserve power requirements in stand-by hours and battery capacity (ampere-hours), if an uninterruptible power supply (UPS) is proposed.

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- Centralized and local power and cooling requirements;

### **Warranty, Maintenance and Training**

#### **Warranty**

Bidder should specify the warranty periods for all solution hardware, as well as the software associated with running the proposed systems and applications.

#### **Maintenance**

The bidder must quote maintenance on a contractual basis — indicating the annual maintenance costs, software fees, caps (i.e., annual increases in hardware maintenance rates and software license fees) and discounts after warranty expiration. The quotes for system maintenance options should include:

- Hardware support including part replacement and return merchandise authorization (RMAs)
- Software support that entails new releases (including new features and/or bugs/vulnerability remediation)
- General technical support/assistance with operational and maintenance activities
- Advanced technical support for programmatic or highly customized configurations in support of specific services in the storage array

The bidder should provide multiple levels of maintenance to choose from, including an emergency response time of no more than four hours, 24/7/365. However, DuPage County will be able to choose different service levels for different devices.

Bidders should:

- Define the number of factory-trained service technicians available through the local service depot (per physical data center location), and identify the centers from which technicians will be dispatched after hours, on holidays and during weekends.
- Provide a copy of the standard maintenance contract and details of optional extras.
- Describe committed response times and mean time to recovery (MTTR) by type of service disruption.
- Provide a copy of normal maintenance escalation procedures, and include communications with affected parties — with names and contact details of all parties affected.
- Provide emergency contact number if normal channels of fault-reporting communications fail. Describe how that emergency contact number will be answered and by whom:
  - Are there any times or restrictions by day, week or month on this service?
  - What information will those answering a call have available?
  - Will they have specific information on the system being proposed for the organization?
- Describe the procedures for software updates and upgrades; detail what, if any, costs would be associated with upgrades.
- Define major and minor alarm conditions and how the system responds to each circumstance.
- Describe the capabilities for remotely monitoring the system.
- Describe the capabilities for automatically reporting fault conditions, both to organizational and supplier personnel.
- Indicate where the local and regional parts depots are located.
- Provide an inventory of all spare parts, including pricing that will need to be maintained in on-site inventory.
- Describe the process for migration during end of installed life and any safe data erasure capabilities.

#### **Training**

Providers should describe what training of DuPage County staff is required or recommended to use the provider's solution and services. The successful bidder will be required to provide online, on-site training, or train-the-trainer sessions to users and system management communities. If training costs are not included as part of the system pricing response, then the



## COUNTY OF DU PAGE, ILLINOIS

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bidder must provide those costs along with a detailed training schedule. The schedule should denote class sizes and length of a typical training session. The bidder shall also provide pricing for alternative modes of training delivery, if available.

### **Implementation and Professional Services**

This section should include a detailed explanation of any professional services that are provided as part of the RFP response. Bidder should describe how it will manage the transition from current state to target state, including migration/implementation plans and handoff, clearly identifying who will provide the necessary resources and who will pay for them.

Bidder must in their statement of work (SOW) provide an implementation plan that includes:

- Describe how the solution proposed will be configured and customized for the DuPage County environment.
- Project stages and milestones. Specific recommendations for milestones include:
  - Hardware and software installation
  - Testing in lab environments
  - Deployment into nonproduction environment, such as development, test and quality assurance (QA).
  - Deployment into production environments, often delineated by critical applications or security zones.
- Resource loading specified in consultant days
- A project schedule
- Responsibilities of each of the parties
- Sources and skills required of the program and/or project manager(s)
- Sources and skills required of other resources and who will pay for them
- Communication processes for reporting the project's progress
- Recommendations for briefing the project manager, and possibly the organization's working party or steering committee members

### **System Pricing and Licensing**

Bidder should describe the pricing structure of the proposed solution and provide a bill of materials (BOM) that includes full and complete line item pricing. Each FRU or stock-keeping unit (SKU) will include the following column headings or fields even if the item is sold as part of a bundle:

- Part number
- Part description
- List price
- Discount percentage
- Discount off of list price
- Net or bid unit price
- Quantity
- Extended list price
- Extended net price

The bidder provided BOM should include the following sections:

- Hardware
- Software

## COUNTY OF DU PAGE, ILLINOIS

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- Licensing
- Maintenance
- Training
- Special one-time discounts, such as trade-in allowances, maintenance costs waivers, conference tickets and others
- Professional services (includes design)
- Implementation services
- Project management costs
- Documentation
- Delivery/shipping costs
- Optional capabilities

### System and Licensing Upgrade Costs

The bidder will specify the minimum discounts off list prices to be applied to all future hardware and software upgrades and any premiums that are applied to hardware and software upgrades relative to the cost of the same component or software title being purchased as part of the initial system.

The bidder shall offer methods of payment and all relevant payment terms. The BOM should be provided in editable (i.e., unprotected Excel) electronic format full and complete line-item pricing should be provided for any item that has its own FRU or SKU number, even if the item is sold as part of a bundle.

### Finance

If leasing arrangements are available, provide a sample lease, or lease and purchase agreement, with the terms and conditions for these deals. When there are currency exchange rate considerations in the prices quoted, define them and spell out policies to allow for fluctuations in exchange rates.

## Bidder Qualifications

### Company History

The bidder must provide:

- A brief description of its company.
- A description of its experience in providing storage solutions.
- Evidence of financial stability with an annual report, Form 10-K or audited financial statement.
- Name of the manufacturer of the proposed system.
- Name/location of a technical support center that provides remote maintenance.
- A list of other types of customer support available from the technical support center.
- At least three reference customers with similar requirements to the solution being proposed. Customer reference information must include company name and location, contact person, telephone number, email and the system name with model number.
- Customer references should include at least one from (1) the same market vertical of DuPage County (2) the same geographic region of DuPage County and (3) a recent deployment (during the past 12 months).
- The quantity and location of qualified personnel available to support the proposed solution.

### Responsibility for Proposed System Implementation

The bidder must include a statement describing the terms of the agreement with the manufacturer(s) of the proposed solutions. The statement must define the distributor's authorized territory; note the current contract expiration date; and include a statement from the manufacturer agreeing to support the product, the distributor and the buyer for a minimum of seven years.

If the bid is from more than one party, such as a combined proposal from a manufacturer and a distributor or system integrator, then the accountabilities of each party must be spelled out clearly. The prime contractor and the account management structure proposed must be acceptable to the customer.

## COUNTY OF DU PAGE, ILLINOIS

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### Bidder's Support and Structure

If the proposed system will function within a multisite, networked environment, then the bidder must explain its capability to provide regional and national support for multiple locations.

The bidder should describe the structure of its organization, with organization charts showing the executive, engineering, sales and field support (installation, service and training) entities within the company.

The bidder should state how many people it employs in each of the following job categories and whether they are employees or contractors:

- Project management
- Engineering support
- Customer service
- Device installation (could be hardware or virtual appliance)
- Training

A bidder should:

- Provide a copy of its most recent annual report, or at least a financial status statement including annual revenue, profit, net worth and other data.
- Have a technical support center that provides remote maintenance.
- Explain what other types of customer support are available from the technical support center.
- Describe its standards and processes for providing emergency service.

**COUNTY OF DU PAGE, ILLINOIS**  
**SELECTION, EVALUATION AND AWARD CRITERIA**

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**SELECTION CRITERIA**

A contract will be awarded to the most responsive responsible bidder whose proposal is determined to be the most advantageous to the County. To be considered a responsive responsible bidder, Proposer must submit all required documentation in the format specified in this RFP and must offer all services required. Any vendor that does not comply will not be considered.

The County reserves the right to interview top-qualifying respondents for final selection.

DuPage County will be the sole judge on which solution is deemed best. The selection of any contract shall be at the sole discretion of DuPage County. The County reserves the right to select the best proposed solution, not necessarily the lowest cost solution.

The following criteria are among those that will be used to evaluate submitted proposals.

<b>COMPLIANCE WITH RFP REQUIREMENTS</b>	P/F
<b>SOLUTION ARCHITECTURE AND PLATFORM</b>	10%
<b>STORAGE ARRAY FUNCTIONALITY</b>	35%
<b>IMPLEMENTATION AND PROFESSIONAL SERVICES</b>	10%
<b>WARRANTY, MAINTENANCE AND TRAINING</b>	10%
<b>SYSTEM PRICING AND LICENSING</b>	25%
<b>RESPONDENT'S QUALIFICATIONS</b>	10%

**COUNTY OF DU PAGE, ILLINOIS**

**PROPOSAL FORM  
PROCUREMENT SERVICES DIVISION  
PROPOSAL #P15-070-KK**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Proposer	
Main Business Address	
+	
City, State, Zip Code	
Telephone Number	
Fax Number	
Proposal Contact Person	
Email Address	

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor       a Member of the Partnership       an Officer of the Corporation       a Member of the Joint Venture

herein after called the Proposer and that the members of the Partnership or Officers of the Corporation are as follows:

\_\_\_\_\_ (President or Partner)

\_\_\_\_\_ (Vice-President or Partner)

\_\_\_\_\_ (Secretary or Partner)

\_\_\_\_\_ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate.

Further, the undersigned certifies that the Proposer is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

**COUNTY OF DU PAGE, ILLINOIS**

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Proposer may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the proposer certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

**PROPOSAL AWARD CRITERIA:**

This proposal will be awarded to the most responsive, responsible Proposer meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Proposer agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

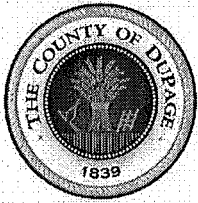
**X** \_\_\_\_\_  
(Signature and Title)

**CORPORATE SEAL**  
(If available)

**PROPOSAL MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2015

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Public)



# DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201  
General Email: [purchasing@dupageco.org](mailto:purchasing@dupageco.org)

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## VENDOR ETHICS DISCLOSURE

The Vendor Ethics Disclosure Statement can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

**Continuing Disclosure:** It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

**Failure to Comply:** Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

**Contribution:** A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

**Multi-year contracts:** Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be the current and previous calendar years.

**Prohibited Source:** Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

**COUNTY OF DU PAGE, ILLINOIS**



**Required Vendor Ethics Disclosure Statement**

<b>Company Name:</b>			
<b>Company Contact:</b>		<b>Contact Phone:</b>	
<b>Proposal/Contract/ PO:</b>			

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess **\$25,000**, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**I have made the following campaign contributions within the current and previous calendar year:**

*If no contributions have been made enter "NONE" below:*

<b>Recipient</b>	<b>Donor</b>	<b>Description (e.g., cash, type of item, in-kind service, etc.)</b>	<b>Amount/Value</b>	<b>Date Made</b>

*Attach additional sheets if necessary. Sign each added sheet and number each page \_\_\_ (#) of \_\_\_ (total pages).*

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or proposal and shall update such disclosure with any changes that may occur.

<b>Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Proposal</b>	<b>Telephone</b>	<b>Email</b>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of \_\_\_\_\_ **Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.**



Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

*Print or type  
See Specific Instructions on page 2.*

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
Employer identification number								
			-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Please submit completed W-9 form with your proposal

**COUNTY OF DU PAGE, ILLINOIS**

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**REFERENCES**

The proposer must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If proposer is a new business, provide references that will enable the County to determine if proposer is responsible.

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>STATE THE NUMBER OF YEARS IN BUSINESS:</b>	
<b>STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:</b>	

# NO-PROPOSAL RESPONSE

P15-070-KK

## REPLACEMENT OF EXISTING STORAGE AREA NETWORK

In the event that your organization chooses not to submit a proposal for this solicitation the DuPage County Procurement Services Division is interested in the reasons why offerors have chosen not to submit proposals in order to better serve the taxpayers of DuPage County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Other (please specify):

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Vendor Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your responses to:

DuPage County Procurement Services  
421 N. County Farm Road  
Room 3-400  
Wheaton, IL 60187

**LATE PROPOSALS CANNOT BE**  
**ACCEPTED!**

**SEALED PROPOSAL**

**INVITATION #:** P15-070-KK

**OPENING DATE:** 15/15/2015

**OPENING TIME:** 3:00 P.M.

**DESCRIPTION:** REPLACEMENT OF EXISTING STORAGE  
AREA NETWORK

DATED MATERIAL-  
DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS PROPOSAL LABEL  
(ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR  
PROPOSAL TO HELP ENSURE PROPER DELIVERY!

**LATE PROPOSALS CANNOT BE**  
**ACCEPTED!**