

SCHAUMBURG TOWNSHIP DISTRICT LIBRARY
Legal Notice
INVITATION FOR BID

The Library Board of Trustees of the Schaumburg Township District Library will receive and accept sealed bids for the purchase of **NetApp SupportEdge Renewal**.

Specifications and all Bid/Contract Documents are only available on-line on the Schaumburg Township District Library's "Current Bids" web page at <https://www.schaumburglibrary.org/bids>. Prices quoted must be valid for a minimum of 60 days from the date of the bid opening.

Sealed bids for the above services must be received on or before **1:00 p.m., Local Time, Wednesday, October 4, 2017**, at the Schaumburg Township District Library, Business Office – **Bid Response-NetApp SupportEdge Renewal 2017**, 130 South Roselle Road, Schaumburg, Illinois, 60193. All bids will be publicly opened immediately thereafter at the **South Rasmussen Room**. Late bids will be rejected.

The Schaumburg Township District Library reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids. The Schaumburg Township District Library does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding this Legal Notice and all detailed questions concerning the actual bid specification are to be forwarded by e-mail to procurement@stdl.org no less than five (5) business days prior to the scheduled bid opening date.

Following the bid opening, review, and the Purchasing Department's receipt of an award recommendation, pending contract awards will be posted on the Library's Internet web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact (847) 923-3400 at least one (1) week prior to this public meeting if possible.

By: The Library Board of Trustees of the
Schaumburg Township District Library
Cook County, Illinois
130 S. Roselle Road
Schaumburg, IL. 60193

Published: September 13, 2017

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

- 1. That** it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- 2. That**, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That**, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
- 4. That** it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5. That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 6. That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 7. That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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STANDARD CONDITIONS

Contract Documents: Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the “Contract Documents.” For the purpose of this bid, the word “Library” shall refer to the Schaumburg Township District Library, and the word “Bidder” shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Interpretation of Contract Documents: Each request for interpretation of the Contract Documents shall be made in writing addressed to Jason Santos, Schaumburg Township District Library, 130 S. Roselle Rd., Schaumburg, IL 60193 and shall be received at least five (5) business days prior to the scheduled bid opening date. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents.

Electronic Bid Documents: Bidders that download PDF documents from the Library’s web page must immediately notify the bid coordinator via e-mail to procurement@stdl.org if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the Library and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the Library, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the *Current Bids* web page at <https://www.schaumburglibrary.org/bids>.

Submittal of Bid: Bids must be submitted to the attention BID RESPONSE at the Schaumburg Township District Library, Business Office, 130 South Roselle Road, Schaumburg, Illinois no later than due date specified in the Legal Notice document. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder’s name, address, subject matter and document number of bid as indicated in the specification, and designated date and time of the bid opening.

Withdrawal of Bid: Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

Bidder’s Qualifications: No award will be made to any Bidder who cannot satisfy to the Library that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Library’s decision or judgment on these matters shall be final, conclusive, and binding. The Library may make such investigations as it deems necessary. The Bidder shall furnish to the Library, under oath if so required, all information and data the Library may request for the purpose of investigation.

Preparation of Bid: The Bidder’s submittal shall include the completed *BID FORM* found in the Contract Documents. The Library will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

Compliance with Laws: The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

Alternate to Bids: Any reference in these specifications to manufacturer’s name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Library’s written decision of approval or disapproval of a proposed substitution shall be final.

Form of Contract: The form of contract between the Library and the successful Bidder will be a letter of acceptance referencing the bid specification and the bid submitted by the successful Bidder.

Freedom of Information Act (FOIA): The Library is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Library may be in possession of records covered by this act and therefore will be required to provide the Library with those records upon request and within the time frame of the Act.

Bid Review: The Library reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Library will be served by such action. Furthermore, the Library reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Form*. The Library may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Library upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Library, or had failed to perform faithfully any previous contract with the Library.

Bid Results: Following the bid opening and review period, pending contract awards will be posted on the Library's Internet web site on the **Current Bids** web page at <https://www.schaumburglibrary.org/bids>. Bid tabulations posted on-line represent "as read" submittals at time of the bid opening. They do not represent contract award.

Delivery: Where applicable, all materials shipped to the Library or its branches must be shipped F.O.B. delivered, designated location, Schaumburg, Hoffman Estates, or Hanover Park, Illinois. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the Library, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Library's Facility between 7:00 a.m. and 5:30 p.m., weekdays only.

- **NOTE:** Only the Library's Schaumburg location have a raised loading dock. Deliveries requiring removal from the delivery truck via a forklift provided by the Library must be arranged with the Library twenty-four (24) hours in advance of the expected delivery date.

Inspections: The Library shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Library. Any items rejected shall be removed from the premises of the Library and/or replaced at the entire expense of the successful Bidder.

A. GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

Toxic Substance: Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet).

Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Library before final payment on the contract is issued.

Termination of Contract: The Library reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Library may procure, upon such terms and in such a manner as the Library may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Library that, in the sole opinion of the Library, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.