



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

DATE: July 21, 2015

REQUEST FOR PROPOSAL:

#16-47 SUPPLY OF A MULTI-SITE STORAGE SOLUTION

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

ADDRESS PROPOSALS TO: Attention: City Clerk's Office, City of Iowa City, 410 E. Washington Street, RM 140, Iowa City, IA 52240-1826

On or before the proposal opening local time and date specified below. Proposals shall be **sealed** and clearly marked on the front "**Request for Proposal for the Supply of a Multi-Site Storage Solution, #16-47.**"

FAXED or E-mailed Proposals will not be accepted.

BONDS AND INSURANCE: Insurance is required for this project, as specified in Section IV. B
No bid security or performance bond is required.

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative no later than 5:00 p.m. (local time), **July 28, 2015**. All questions regarding this project must be sent via e-mail in order to receive a response.

Purchasing:

Mary Niichel-Hegwood
Purchasing Agent

mary-niichel@iowa-city.org

M-F, 8:00 a.m. – 5:00 p.m.

NO CONTACT POLICY. After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), August 4, 2015. Proposers shall submit five (5) copies of their proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

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SECTION I. PROPOSAL SUBMITTAL CHECKLIST
DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL

Submittals must include five (5) copies of the proposal organized as follows, with tabs for each of the numbered items below.

Section 1: A letter summarizing the proposer's proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer.

Section 2: Résumé of the firm - Background information on your firm, including, but not limited to, the official name of your company, permanent address of your company, the age of the business, the number of employees, and other data that will allow the City of Iowa City to determine the capability of your firm to meet all contractual requirements.

Section 3: The names, abilities, qualifications, licenses and experience of the individuals who will be assigned to this project and their experience on similar contracts. Include résumés for personnel to be assigned to the project. Outside consultants, associates, or subcontractors who may be retained for this project must be included. In addition, provide the number of staff who may be potentially available to work on this project in the event additional personnel are required, or a project team member is unable to complete their duties.

Section 4: Provide a detailed description of your firm's involvement in projects of similar scope and size. In addition, please describe any current projects your firm is working on, as well as the approximate cost of the projects, and estimated completion dates.

Section 5: A minimum of three (3) references from past and/or present clients for projects similar in scope to this project including the company or agency's name and address, and the name, title, and phone number of each reference, and a project completion date.

Section 6: A complete description of the proposed system; detailed technical specifications of your firm's proposed system solution and how the system's functionality will meet the City's requirements. In addition, include the following components of the proposed system:

- a. detailed specifications
- b. manufacturer's literature
- c. warranty information – detailed description of the warranty coverage
- d. quality control measures
- e. maintenance/service plans and schedule

Section 7: A detailed project plan identifying the project timeline including order placement and delivery of equipment.

Section 8: A completed and signed Pricing and Company Information Form (Section IV): *The form provided in Section IV must be used and included in the proposer's submittal. Substitute forms will not be accepted.* The City is not responsible for the proposer's failure to provide information and pricing on required items. The submitted pricing must include all of the costs required to perform the tasks to complete the project in full. Any

costs not included in the proposer's submitted proposal that are required to complete the project, will be the responsibility of the awarded proposer. These costs include, but are not limited to, materials, equipment, delivery and shipping, etc.

Section 9: Exceptions or Deviations

Any Exceptions or Deviations that your company may have to this Request for Proposal document must be stated. If your company has no exceptions or deviations, please clarify that there are "No Exceptions." If you state no exceptions, you may not add your company's terms and conditions or any other unsolicited documents to your submitted proposal.

Section 10: Prohibited Interest

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

Section 11: List any and all liens or unsatisfied judgments presently existing against your firm. If your firm has no liens or unsatisfied judgments you must state this also.

Note: The vendor's proposal must include the items(Section 1-11) listed above and must be sealed at submission time. Failure on the vendor's part to submit a sealed proposal and a complete proposal may be cause for rejection of the vendor's proposal.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK:

The City of Iowa City is seeking proposals from qualified and experienced vendors to provide three (3) HP StoreVirtual 4335 Hybrid SAN Solutions (K2Q81A) per the term, conditions, and specifications of this Request for Proposal document.

B. WARRANTY:

Proposals shall include no additional warranty beyond the included three year warranty. The awarded vendor warrants that all articles, materials and services performed shall be consistent with manufacturer's specifications and will be free from defects. Each part shall carry a minimum three (3) year warranty. All shipping/transportation costs, parts, and costs shall be included in the initial warranty coverage.

Repair and/or replacement shall be provided at no charge during the warranty period for parts with manufacturing defects. If remote access is required, the awarded vendor will be responsible for all costs.

The warranty period does not begin until acceptance of the system. The City will provide written notification to the awarded vendor upon acceptance of the system.

C. PROPOSAL REQUIREMENTS:

- 1.) Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal implies proposer's acceptance of the terms and conditions herein, unless otherwise stated.
- 2.) The proposer is responsible for all costs related to the preparation of this proposal.
- 3.) All costs associated with this project must be included in the vendor's submitted proposal. Any costs not specifically set forth in this Request for Proposal will be the responsibility of the proposer, and will be deemed included in the fees and charges bid herein.
- 4.) Proposed pricing shall specify F.O.B. destination.
- 5.) Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed purchase order, with the option to order additional system components with the proposed pricing and/or percentage discount for one (1) year after the date stated on the purchase order.
- 6.) Responses may be rejected if the proposer fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To respond to a written request for clarification or additional information
- 7.) Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

D. CONTRACT NEGOTIATIONS:

The City reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. The City's Request for Proposal and

the proposer's submitted proposal are made an integral part of the resulting contract. All responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City as contractually binding on the successful proposer.

E. EVALUATION PROCESS:

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category. Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, installation schedule, and overall responsiveness to the Request for Proposal.

“Proposer submission of a proposal implies proposer acceptance of the evaluation technique and proposer recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Pricing	50
References/Previous Experience with the City	30
Delivery Plan	<u>20</u>
Total	100

F. CONTRACT AWARD:

- 1.) The vendor's proposal must be complete to be considered for award.
- 2.) The vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor. The vendor will be responsible for any and all warranties issued by subcontractors.
- 3.) The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
- 4.) It is the City's intent to make an award within one hundred twenty (120) working days of the proposal due date.
- 5.) Award, if made, will be in accordance with the terms and conditions herein.
- 6.) Award, if made, shall be in the form of a Purchase Order.
- 7.) Any change to the contract must be approved in writing by the Purchasing Agent and the vendor.
- 8.) Consideration will be given to, but not limited to, functionality, system reliability and warranty, customer satisfaction and references, timeliness of delivery, and pricing.
- 9.) The awarded vendor will be given the City's **Contract Compliance Document** to complete and returned before the Purchase Order is issued.

10.)The awarded vendor(s) will be required to submit a current certificate of insurance before the Purchase Order is issued. The certificate of insurance shall include the following items:

- The City of Iowa City will be named as additional insured
- Project bid number and project title as the description
- Insurance carriers will be rated as A or better by A.M. Best

G. SYSTEM ACCEPTANCE & PAYMENT:

1.) Payment shall be made only after confirmation of functionality by the City. Acceptance will be determined by successful presentation of volumes to virtual servers. The City will provide the awarded vendor with written notification of acceptance of the system.

SECTION III. GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS
CITY OF IOWA CITY – PURCHASING DIVISION

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826

4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. **RECEIPT OF PROPOSALS.** Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.

6. **PROPOSALS BINDING 120 DAYS.** Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. **TRADE SECRETS OR PROPRIETY INFORMATION.** The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. **MULTIPLE PROPOSALS.** Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. **OFFICERS NOT TO BENEFIT.** Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. **EQUAL EMPLOYMENT OPPORTUNITY.** All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. BONDS AND INSURANCE

1. **BID SECURITY.** When required, no bid shall be considered unless accompanied by either of the following forms of bid security:
 - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
 - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the

provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:
 - a. **Certificate of Insurance; Cancellation or Modification**
 1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
 2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
 3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
 4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.
 - b. **Minimum Coverage**

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements		
Informal Project Specs: Class I (under \$1M)		
Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <http://www.icgov.org/default/apps/equipment/commodities.asp>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this website to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:

- The quality, availability, adaptability and life cycle costing of the commodities and/or service.

- Guarantees and warranties.
- Ability, capacity and skill to provide the commodities and/or service required within the specified time.
- Ability to provide future maintenance and service.
- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
- Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.
6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
 - b. Terminated due to default, as described below.
8. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.
9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's

fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage arising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. **ANTI-DISCRIMINATION**. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS**. Payment may be made only after completion of the project and written acceptance by the City. Acceptance will be determined by successful presentation of volumes to virtual servers and completion of the training plan.
2. **INVOICING**. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice and acceptance of the system by the City. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information.

Submit invoice to:
City of Iowa City
Purchasing Division
Attn: Mary Niichel
410 E Washington St.
Iowa City, Iowa 52240

3. **WITHHOLDING PAYMENT**. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible

filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

4. TAXES. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

SECTION IV. PRICING AND COMPANY INFORMATION FORM

The cost for this system must include all costs for required equipment, supplies, cabling, wiring, shipping, delivery, and integration needed for the full functionality and use of the system. All prices shall include shipping and be designated F.O.B. destination.

Note: If adequate space is not provided below for line items, vendors shall include additional attachments that specify individual parts and pricing for each line item. Quotes that contain additional terms and conditions for this purchase will not be accepted. All Pricing must be completed below.

Cost of the Multi Site Storage Solution

1.) Hardware – List Hardware Line Items and Price for Each Line Item

2.) Grand Total Price of Hardware (Item 1) \$ _____

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: _____
Phone Number: _____
E-mail Address: _____

The undersigned proposer certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the project.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor’s proposal and the Request for Proposal prepared by the City of Iowa City, the City of Iowa City’s Request for Proposal shall prevail. The City of Iowa City is not responsible for the proposer’s failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the proposal price for all required equipment, supplies, labor, training, travel and on-going maintenance.

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required equipment, supplies, cabling, wiring, and integration needed for the full functionality and use of the system and to do all work at the prices set forth within.

AUTHORIZED SIGNATURE:

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____