

REQUEST FOR PROPOSAL

NETWORK SERVICES

CITY OF Windsor Heights

The City of Windsor Heights, Iowa solicits interested firms to submit bids for network services and related maintenance and support services for city facilities located in Windsor Heights, IA.

Submittals marked "Network Services" will be received no later than 2:00 p.m., Central Time, on May 9th, 2008, by:

City of Windsor Heights
Josh Heggen
1133 66th Street
Windsor Heights, Iowa 50311

The winning Vendor for this RFP is expected to be a vendor capable of addressing the City's needs for design, delivery, installation, custom integration, training, consulting, and "hand holding" for network services with in-house staff and same or next-day support to the degree required by the City. It is expected that the winning Vendor will have directly invested in staff, training resources, and physical facilities logistically available to customers in the Des Moines metro area. The winning Vendor is expected to possess established in-house resources to provide services, support and integration of new technologies into the City's work environment.

Vendors must have the resources and staffing available for timely response to requests for information, on-site installation, on-going on-site and phone assistance for our network and related products.

Prices proposed shall be firm for six (6) months from the due date unless otherwise stated.

I. Statement of Purpose

The intent and purpose of this Request for Proposal is to establish a contract to provide network and related services to City of Windsor Heights facilities.

II. Scope of Work

The selected vendor will finalize user requirements, develop an implementation/ installation plan, install equipment, provide end-user training, and provide ongoing support.

III. Background, Key Issues and Capabilities, and Technical Environment

The City of Windsor Heights wishes to establish a domain network infrastructure

providing off-site back-up for its users. The City of Windsor Heights is looking for innovative internet browsing capabilities to eliminate spam messages. The City of Windsor Heights wishes to possess email exchange capabilities.

IV. Length of Agreement

- A. This Agreement shall be a one year preliminary agreement with an option for a two year extension at the end of the first year. We anticipate that the agreement could be effective as early as June 20, 2008.
- B. This Agreement may be terminated for good cause, including failure to perform in accordance with Section 5 - Insurance of this Agreement, by the City during the Agreement period subject to written notice being delivered by registered mail sent to the Contractor at the address referenced on the RFP Form.

V. Payment

Exact payment terms for network services will be negotiated with the winning Vendor. It is expected that ongoing network charges either will be paid monthly in arrears. Any hardware purchases or installation service charges from the Vendor resulting from projects as part of this RFP will be paid the later of 30 days upon delivery of the equipment or the presentment of a correct invoice.

VI. Timetable for the RFP

The RFP will follow the schedule below

Task	Date
Distribute RFP	4-08-08
Advertisement Date for RFP	4-08-08 through
On-Site Bidder's Meeting (not required but recommended) *	TBD will be set up individually with qualified candidates
Proposal Due Date	5/9/08 at 2:00 p.m.
Vendor Presentations	TBD
Best and Final Offer Due	6/2/08
Potential Award of Bid / Windsor Heights Council Meeting	6/16/08

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**SECTION 1
SUBMISSION COVER SHEET**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the City of Windsor Heights and Proposal Review Team members should contact for questions and/or clarifications.

Name: _____ Phone Number: _____
Address: _____ Fax Number: _____
_____ E-Mail: _____

Subject to acceptance by the City of Windsor Heights, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), except those listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Bidder certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Furthermore, the contractor will pass this requirement on to subcontractors (if allowable) seeking subcontracts over \$25,000.

The bidder shall provide immediate written notice to the City of Windsor Heights, City Administrator, if at any time they learn this certification has become erroneous by reason of changed circumstances.

_____/_____
Authorized Signature/Date

Name (typed or printed) _____
Title: _____
Company Name: _____
Address: _____

SECTION 2 PROPOSAL EXCEPTIONS

Please return the Proposal Exception Summary Form at the end of this section with any exceptions listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted as mandatory, as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A Proposal Exception Summary Form is included with Vendor’s proposal;
and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.

2. The Vendor has no liability to provide items to which an exception has been taken. The City has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and the City will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 The City will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 The City and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract;
 - 2.4 None of the above actions is possible, and the City either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.

3. Should the City and the Vendor reach a successful agreement, the City will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor’s exceptions. The Proposal Exception Summary, with those exceptions approved by the City, will become a part of any contract made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the City.

PROPOSAL EXCEPTION SUMMARY FORM

RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	City Acceptance (signed only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

SECTION 3 PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFP's issued by the City should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the City's sole discretion, result in the disqualification of the Vendor's proposal.
2. The City has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the City by the date and time specified. The City is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet, and Vendor's original submission must be clearly identified as the original.
6. The City reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. The City reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor must not alter any of the original text of this RFP. If the City determines that the Vendor has altered any language in the original RFP, the City may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by the City is the official version and will supersede any conflicting RFP language submitted by the Vendor. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 8.1 The Vendor is required to submit one (1) clearly marked original response and five (5) copies of the complete proposal.
 - 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
 - 8.3 Number each page of the proposal.

- 8.4 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form. (See Section 2 for additional instructions regarding Vendor exceptions.)
 - 8.5 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 8.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 8.7 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the Submission Cover Sheet and providing a Proposal Exception Summary Form.
 - 8.8 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.
10. The City reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing City staff or the project team with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation may, at the City's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of City.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
- 12.1 A clarification to a proposal that includes a newly announced product line or service with additional capability to be provided at or less than the proposed price will be considered.

12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

12.5 The Vendor must submit a statement outlining the circumstances for the clarification.

12.6 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

13. From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing regarding this RFP with any staff except as noted herein. To ensure equal treatment for each responding vendor, all questions regarding this RFP must be submitted in writing or e-mail to the City's Contact Person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the City on the Network Services RFP page at the City's web site located at <http://www.windsorheights.org>. All such questions and answers will become addenda to this RFP. Vendors failing to comply with this requirement will be subject to disqualification.

13.1 The City's Contact Person for the selection process is:

Josh Heggen
Director of Community Services
Windsor Heights City Hall
1133 66th Street
Windsor Heights, Iowa 50311
Phone: 515-279-3662
Fax: 515-279-3664
Email: jheggen@windsorheights.org

13.2 Vendor may consult with selection team representatives as designated by the City's contact person identified in 13.1 at the discretion of the City's contact person.

14. Vendor submittals not containing all of the required items outlined in 14.1 of this section may render the bid as non-responsive and invalid at the discretion of the City.

14.1 Required Submittal Information

Signed Submittal Cover Sheet

Proposal Exception Summary Form

Vendor Profile

References

Subcontractor References

Pricing Proposal

Product/ Service Information

14.2 Optional Submittal Information

Sketches/ diagrams/ sample configurations

SECTION 4 GENERAL TERMS AND CONDITIONS

The objective of the General Terms and Conditions section of this RFP is to provide Vendors with information required to respond to the RFP successfully, and to help the Vendors understand the terms and conditions of the eventual contract.

1. Interchangeable Designations

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “City” or “City of Windsor Heights” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the partner, client, or customer on whose behalf the City of Windsor Heights is issuing the RFP.

2. Vendor’s Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. Proposal as Property of the City of Windsor Heights

All written proposal material becomes the property of the City of Windsor Heights.

4. Written Amendment to RFP

Any interpretation or clarification of a City RFP will be made by written amendment only. These amendments may be sent by email or hard copy. The City will not be responsible for any other explanation of this RFP. All amendments will be posted on the Network Services RFP page at the City’s web site located at <http://www.windsorheights.org>.

You may contact the City’s Contact Person listed in Section 4 part 13.1 of this RFP and request a copy. The City will make a best effort to contact vendors listed on the bid list at the beginning of this RFP in case there are amendments to the RFP. All other vendors wishing to be notified in case of changes should contact the City’s Contact Person listed in Section 4 part 13.1 of this RFP to provide contact information.

5. Oral Communications Not Binding

Only transactions which are in writing from the City may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any City employee.

6. Vendor's Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The City will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. Evaluation Criteria

The City's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in Section 6 – Vendor Selection.

8. Right to Award in Whole or Part

The City reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the City.

9. Right to Use Proposals in Future Projects

The City reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the City to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the City and requires the agreement of the proposing Vendor. The City's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

10. Price Changes During Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the City will always take advantage of price decreases.

11. Right to Request Information

The City reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The City also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The City reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the City is aware, even if that customer is not included in the Vendor's list of references.

12. Vendor Costs associated with preparing a response.

All Vendor costs associated with preparing this RFP (including but not limited to travel expenses, duplication costs, and labor for onsite visits, reviews, and interviews) will be the responsibility of the Vendor.

13. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the City's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the City's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the City. The City recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The City must understand these issues in order to decide to what degree they may impact the City's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the City with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the City.

14. Best and Final Offer

The City reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the City believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the City. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the City that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The City may re-

evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the City and receipt from the Vendors under a precise schedule.

15. Restriction on Advertising

The Vendor must receive written approval from the City before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the City.

16. Rights Reserved to Self-Source Products

The City reserves the right to secure products from other contracts (e.g. WSCA or GSA) or other sources if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

17. Optional Information that may be Included

In addition to answering each specification within this RFP, the Vendor may include product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered or described with the proposal.

18. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The City is under no obligation to pay for work done prior to the execution of a contract.

19. Proposal Exception Summary Form

By signing the Submission Cover Sheet, the Vendor is contractually obligated to comply with all items in this RFP, except those specifically listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions. Vendors who respond to this RFP by signing the Submission Cover Sheet may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

20. Attorney's fees

The City shall not pay attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor or the Contractor.

21. Contract Negotiations

All contractual issues must be successfully negotiated within thirty (30) working days from the Vendor's initial receipt of the project contract from the City, unless the City consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. The City may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

22. Prime Contractor Status

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all services offered in the proposal and for the fulfillment of the contract with the City. Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the City. The City reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors. Vendor is solely responsible for all delivery and implementation subject to formal customer acceptance. Any use of subcontractors must be transparent to the City with all transactions and payment conducted directly with the proposing Vendor. Vendor is solely responsible for all delivery and implementation subject to formal customer acceptance.

23. Software Licensing

When specifications require the Vendor to develop software for the City, the Vendor must acknowledge and agree that the City is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation. The City may be willing to grant the Vendor a nonexclusive license to use the City's software subject to devising acceptable terms and license fees.

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the City, the Vendor must offer the City an application license entitling the City to use, and/or alter the software without restriction.

The Vendor acknowledges and agrees that the term of all software licenses provided to the City shall be perpetual unless stated otherwise in the Vendor's proposal.

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for City use in its company name. Upon award of a project, the Vendor must ensure that the City is properly licensed for all software that is proposed for use in a project.

24. Right to initiate Negotiations

Should the City cease doing business with any Vendor selected via this RFP process, for any reason, the City reserves the right to initiate negotiations with the next ranked Vendor.

25. Confidential Information

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Iowa Open Records laws. The City reserves the right to reproduce or distribute proposal information in accordance with the Iowa Open Records laws without notification to the Vendors.

As provided by statute and rule, the City will consider keeping trade secrets which the Vendor does not wish to disclose confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination of whether said information is or is not a trade secret will be determined by Iowa law.

26. Protest Procedures

A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the City of Windsor Heights at the address given in the instruction above entitled "Mailing Instructions". This request must be received in the City Clerk's office within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest.

Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Vendors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award.

27. Withdrawal of Bids:

Vendor may withdraw their Bid at any time prior to the scheduled closing time for receipt of Bids.

28. Time for Consideration:

Unless otherwise indicated on the first page of this document, the offer shall be valid for six (6) months from the date of the bid opening. Preference may be given to quotes allowing not less than six (6) months for consideration and acceptance.

29. Mandatory Drug and Testing Programs

The Vendor certifies that all their employees who may perform safety sensitive functions

for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 C.F.R., Part 382 and Part 40).

30. Right-to-Know Statement

The bidder certifies that, in accordance with the Hazard Communication Rule, 29 C.F.R. 1910.120 (the Right-to-Know Law) and the State of Iowa Hazardous Chemical Risk Right-to-Know Rule, employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the contract.

31. Taxes

All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the Iowa Department of Revenue.

32. FSLA Statement

“The contractor hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.”

33. ADA Statement

The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Manager’s Office.

34. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.

35. Patent

The contractor shall hold and save the City, its officer, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

36. Default and Performance Bond

In case of default by the contractor, the City may procure articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City.

37. Governmental Restrictions

In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the Purchaser at once, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

39. Availability of Funds

Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

40. Governing Laws

This contract is made under and shall be governed and construed in accordance with the laws of the State of Iowa.

The place of this contract, its situs and forum, shall be Iowa, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

41. Condition and Packaging

Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

42. Standards

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection of a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate city inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas

operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

43. Access to Persons and Records

The contractor agrees, that if selected, the City, or any authorized representative of the City, and, where federal funds are involved, the Comptroller General of the United States, or any other representative of the United States government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, paper, and records of the contractor relating to the contract.

All records to contract shall be retained by the contractor for three (3) years following the date of final payment or completion of any required audit, whichever is earlier.

44. Termination

44.1 Termination for Cause

The City may recommend terminating the contract resulting from this request at any time that the contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

44.1.1 The City shall provide the contractor with a thirty-day (30) written notice of conditions endangering performance. If, after such notice, the contractor fails to remedy the conditions contained in the notice, the City shall issue the contractor an order to stop work immediately and deliver all work and work in progress to the City.

44.1.2 The City shall be obligated for only those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for nonperformance.

44.2 Mutual Agreement

With mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

45. Assignment

No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the City and solely as a convenience to the contractor, the City may forward the contractor's payment check directly to any person or entity designated by the contractor or include any person or entity designated by contractor as a joint payee on the contractor's payment

check.

In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

46. Insurance

The Contractor agrees to maintain insurance coverage as outlined in Section 5 - Insurance

47. Miscellaneous:

Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

**SECTION 5
INSURANCE**

During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

<u>Type of Insurance</u>	<u>Limits of Liability (Minimum)</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000 (each accident)
Commercial General Liability	\$1,000,000 combined single limit
Policy must cover the following risks:	
Comprehensive Form	
Premises Operations	
Explosion and Collapse Hazard	
Underground Hazard	
Products/Completed Operations Hazard	
Contractual Insurance	
Broad Form Property Damage	
Independent Contractors	
Automobile Liability	\$1,000,000 combined single limit
Policy must cover the following risks:	
Owned	
Hired	
Non-owned	

The City shall have no responsibility of liability for such insurance coverage.

SECTION 6 VENDOR SELECTION

The following criteria will be used as a mechanism for selecting three vendors with the lowest and best proposal to be invited to prepare vendor presentations and a Best and Final Offer.

Reference responses

Vendor's staff qualifications

Vendor's ability to handle installation, training, and configuration

Vendor's ability to provide warranty service and maintenance

Vendor financial resources

Vendor's cooperation in providing the City staff with clarifications

Past performance of Vendor on contracts with the City

Staff and physical facilities logistically available to the Des Moines Metro area

Compliance with the RFP

Vendor's proposed labor rates for services, including installation, training, and configuration

Vendor's proposed pricing structure for network services and estimated cost to the City

Other factors deemed by the City to be pertinent or peculiar to the purchase in question

It is the intent of the selection team to evaluate all proposals and then select three vendors to provide presentations to the team. These three vendors will also be asked to prepare a Best And Final Offer. The team will make a selection recommendation based upon an analysis of the BAFO and the vendor presentation.

SECTION 7 REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

1.1 The Vendor must provide at least 3 references consisting of Vendor accounts that the City may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.

1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

- 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
- 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
- 1.2.3 The reference installation must have been operational for at least six (6) months.
- 1.2.4 It is highly preferred that the Vendor provide at least one reference from the Des Moines Metro area or a reference that has received service from a facility logistically available to the City.
- 1.2.5 The City reserves the right to use references, good and bad, from other sources as well as those given by the Vendor. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.

2. Subcontractors

The Vendor's proposal must identify any subcontractor hired by the Vendor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and 3 references for whom the subcontractor has performed work that the City may

contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

REFERENCE FORM

Complete 3 Reference Forms.

Contact Name:
Company Name:
Address:
Phone #:
E-Mail:

Description of product/services/project, including start and end dates:

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

Complete 3 Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Description of product/services/project, including start and end dates:

SECTION 8 VENDOR QUALIFICATIONS

Name of Vendor: _____

Vendor should answer these questions in relation to how Vendor can serve the City and its partners in its projects. The City is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know the who/what/how and when of how Vendor proposes to service clients in the Des Moines metro area. If the Vendor considers this information confidential, items should be marked **Confidential** according to item 25 in Section 4 of this RFP.

1. Does the Vendor anticipate hiring subcontractors for the fulfillment of any its services under this RFP? Do not include subcontractors that the City may hire for its portion of the project including networking or electrical work.
2. Is the Vendor under federal bankruptcy proceeding? If so, please describe.
3. If asked, will the Vendor provide a current annual report or current audited financial statement? At a minimum, the report would include assets/ liabilities and an income/ revenue report.
4. How many years has the Vendor's company been in business? How many in the networking business?
5. Has the Vendor been awarded previous contracts with the City of Windsor Heights? Please describe.
6. Does Vendor have at least one full-time pre-sales contact to support Des Moines metro area opportunities that is a full-time employee of responding Vendor? Provide the names of current pre-sales team and the location they work out of that will serve the Des Moines metro area.
7. Does Vendor have at least one full-time pre-sales engineer to support Des Moines metro area opportunities that is a full-time employee of responding Vendor? Provide the names of pre-sales engineer team and the location they work out of that will serve Des Moines metro area.
8. Describe the number of staff who are employees of the Vendor, categorized by administration, sales or technical staff.
9. Describe the number and type of technically certified staff members that service Des Moines metro area customers. Provide the location they work out of to service Des Moines metro areas. Will the same technicians be used for installation and later for maintenance? What vendor certifications do they hold?
10. List all manufacturers that the Vendor is authorized to sell and service.

11. Does Vendor offer post-warranty maintenance options after all included warranties have expired?
12. Provide a copy of your service escalation procedures. Support up to and including manufacturer support should be included.
13. Specify downtime of equipment before a loaner will be provided.
14. When the proposing Vendor receives an initial service call on products under on-site warranty, who makes the initial on-site call?
15. Briefly describe Vendor's technical support organization and problem resolution process.
 - 15.1 Who does Vendor's warranty work?
 - 15.2 Under what conditions would third party support be used in lieu of in-house staff?
 - 15.3 Describe response time for initial call response, on-site personnel response, and resolution. Include average time as well as a not-to-exceed time frame for each type of response.
16. Who pays for shipping to the manufacturer or repair facility?
17. Who pays for shipping from the manufacturer or repair facility?
18. Describe the responding Vendor's service capabilities for advanced replacement parts and software and on-going software support, updates, and enhancements.

**SECTION 9
PRICING PROPOSAL**

9.1 Labor Services

Enter the hourly rates that will be used to develop labor cost estimates for the project.

Labor Service	Hourly Rate
Software and Hardware Installation	
Desktop setup	
Other Miscellaneous Services (describe)	

If installation and training services are included as part of the ongoing monthly charges, please indicate as “included in usage charges”.

9.2 Ongoing Maintenance and Consumables

Please indicate how charges for maintenance and consumables are handled. If these items are included as part of the ongoing monthly charges, please indicate as “included in usage charges”.

9.3 Contract Pricing

If applicable, please indicate State or GSA Contract pricing that is available to the City of Windsor Heights. Include a copy of the contract with your response.

APPENDIX A

Key Issues and Capabilities

In general, the City has been pleased with the current provider. However, City staff is wanting additional functionality from the network including, but not limited to, offsite backup, new network configuration (Microsoft Small Business), spam and virus screening and intranet.

The winning respondent will be expected to conduct meetings with departmental representatives in order to ensure a good match between the needs of the department and the selected network provider.

The City reserves the right to move or reuse existing network, server and software and may ask the winning respondent to coordinate the movement between, integration or removal from city facilities.

Technical Environment

The City of Windsor Heights currently has less than 25 workstations (Dell, HP, IBM) with standalone user accounts, off site web-hosting, 3 servers (public safety, financial, and general city), DSL communication, Fortigate firewall, off-site back up storage, and an access point.

Equipment:

Fortigate 60
2 -24 port connection blocks
Hp procure switch 2124, 10/100 tx ports auto MDIX
Linksys 24 port +2-port GigaBit switch +2 minigigabit
Linksys access point

Public Safety server:

IBM xseries 206 Pentium 4
3.00 GHZ, 1.00 GB RAM
234 GB Hard drive
Raid configuration
70 GB tape drive
Window 2003 server platform

Financial Server:

HP Proliant ML310, Intel Xeon
3050 @ 2.13 GHZ 2.00 GB RAM
75 GB Hard drive
Window 2003 server R2 sp2 platform

General Server:

IBM xseries 205

Detailed data available upon request