CITY OF OVERLAND PARK, KANSAS
Request For Proposals
for the purchase of a
DATA BACKUP & RECOVERY SYSTEM SOLUTION

The City of Overland Park, Kansas (subsequently referred to as the City) is requesting proposals for the purchase of a Data Backup & Recovery System Solution.

All inquiries concerning this request for proposals should be directed to:
Randy Oehrle, Network Architect, City of Overland Park, Kansas, via email at:
randy.oehrle@opkansas.org

Respondents must submit their proposals to the Overland Park City Clerk at the address listed below not later than 2:00p.m. Central Time on November 7, 2013. The proposal(s) must be submitted in a sealed envelope or box with the vendor name and address clearly indicated on the outside along with the words: Backup Solution Proposal. The mailing address for proposals is:

City Clerk
RE: Backup Solution Proposal
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212

Specifications for this request for proposals may be obtained from the City’s web site at WWW.OPKANSAS.ORG or from the Overland Park City Clerk at the address listed above.

Proposals may be delivered in person or mailed to the City Clerk. However, any proposal which is mailed but does not reach the City Clerk by the deadline time set forth above will not be accepted.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No respondent may withdraw his or her proposal for a period of fifteen (15) days from the date set forth above.
City of Overland Park, Kansas

Request For Proposals

for the purchase of a

**DATA BACKUP & RECOVERY SYSTEM SOLUTION**

Proposals Due by: November 7, 2013
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The City of Overland Park, Kansas, hereafter referred to as the “City,” is requesting proposals for the purchase and implementation of a new data backup, recovery, archival, and retrieval system solution, hereafter referred to as the “Backup Solution.” The Backup Solution shall include hardware, software, installation, implementation, consultation, service, maintenance, and training on the proposed solution for the appropriate Information Technology staff. Information on the Backup Solution and requirements for submitting a proposal are included in this Request for Proposals (the “RFP”).

1) Introduction
The City currently utilizes disk-based backup appliances that have native management and client software on-board. Because of the age of the backup appliances, the data growth rate, and advances in host data sources, the current solution must be refreshed / replaced with newer, faster, and more capable alternatives. The purpose of the Backup Solution is to: (1) allow for seamless and easy integration into the City’s extensive virtual infrastructure; (2) optimize the backup process in terms of time, space, and minimal disruption to the production environment; (3) provide reliability, flexibility, expandability, and usability to last for several years without any “fork-lift” replacements to the system as a whole or in part; and (4) accommodate archiving or vaulting of specific data in the event legal or other situations require access to or recovery of the data. The focus of this RFP is to provide the necessary informational requirements such that a qualified respondent (“Respondent”) can propose a solution that meets the criteria.

2) Deadline for Proposals
Sealed proposals will be received by the Overland Park City Clerk at the address listed below until 2:00 p.m. Central Time on November 7, 2013. The proposal(s) must be submitted in a sealed envelope or box with the Respondent’s name and address clearly indicated on the outside along with the words: Backup Solution Proposal.

3) Mailing Address for Proposals
Proposals shall be mailed or delivered to the following address:

City Clerk
RE: Backup Solution Proposal
City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, KS 66212

4) Inquiries, Questions and Clarifications
Inquiries, questions and requests for clarifications are to be directed to the following:

Randy Oehrle, Network Architect
City of Overland Park, Kansas
8500 Antioch Road
Overland Park, KS 66212
Phone: (913) 895-6056
Fax: (913) 890-1056
Email: randy.oehrle@opkansas.org
Questions and answers will be posted on the City’s website at the following URL: http://www.opkansas.org/Bids-And-Proposals

Respondents should monitor the City’s website for current questions and answers posted so that all will be working with the same set of assumptions and data. The last time and date for submitting questions is 2:00 p.m. Central Time on October 31, 2013, in order to provide adequate time to make proposal changes, if necessary. Answers for submitted questions will be posted within 48 hours.

5) Scope of Services

5.1 Global Scope
The successful vendor (the “Vendor”) will be expected to provide all of the needed equipment, consultation, installation, service, maintenance and training to implement the Backup Solution presented in this RFP. The City’s desire is for the Backup Solution implementation to be completed by April 1, 2014. A tentative schedule is in Section 11 Selection Process and Schedule on page 9-10 of this RFP.

5.2 Backup Solution Implementation
The Vendor will be expected to utilize the information presented in this RFP and submit a proposal(s) that may include variations of hardware and software where allowed but that meets all requirements specified and yet will fulfill future expectations as articulated in this RFP or that are perceived by the Respondent. This includes all hardware and software required for implementing the Backup Solution proposed.

Actual implementation will involve consultation, installation, training, and migration to the Backup Solution in as seamless a manner as possible. Note that extended hours or after-hours work may be necessary to fulfill implementation requirements of the Backup Solution.

Full documentation of the project is to be included in the deliverables by the successful Vendor. Documentation is to include a fully annotated diagram and associated detail of equipment utilized in compliance to the scope of this RFP.

5.3 Consultation
The Vendor shall assign a project leader and associated support personnel for this project such that communication between the Vendor and the City is simplified and expedient. The Vendor will be expected to consult with the City regarding all aspects of the Backup Solution to mutually arrive at a design that all parties agree is best. The City understands that as a result of these consultations the Backup Solution may change in order to accommodate or integrate some unforeseen aspects, such as newer technology, that were not articulated in the original Backup Solution proposal, or that have emerged as a need since the original Backup Solution proposal.

5.4 Service and Maintenance
The Vendor must have staff that is knowledgeable and capable of servicing and maintaining all of the equipment proposed. The costs for installation, service, maintenance, and support must include support from the successful Vendor and from the equipment manufacturer. Further, the City expects the costs for
installation, service, maintenance, and support to be included in any submission for all hardware and software proposed. Support costs for all of the hardware and software proposed must be for a period of one (1) year and include the following minimums:

- Next Business Day equipment replacement hardware maintenance
- 5 day, 8 a.m. – 5 p.m. (Central Time) business hours Technical Assistance Center (TAC) support
- Software maintenance/subscription

### 5.5 Training

The proposed cost must include all training costs. The Vendor must have certified and qualified personnel train appropriate City personnel via “hands-on” methods on all hardware and software specified in the proposal to implement the Backup Solution. The amount of time required for the training will be determined by the City and the Vendor. However, for the purposes of this RFP please assume the following:

- 2 - City IT personnel to receive the training
- 1-day / 8-hours of training to be provided

The training will be split up as needed and may take place after successfully implementing the Backup Solution proposed. Training may also be part of the implementation process with City personnel. City personnel expect proficiency with the Backup Solution such that external support assistance is used only for difficult problem resolutions or complex tasks.

### 5.6 Acceptance

A two-week test period will be used by the City to evaluate the selected Backup Solution. After the selected Backup Solution has been successfully implemented, the City’s Chief Information Officer and the Vendor shall agree on the start date of the test period. Acceptance of the Backup Solution shall be based on the results of the test period. If during the test period, the Backup Solution experiences no failures and functions according to the requirements of the RFP, as determined by the City’s Chief Information Officer, the Backup Solution shall be considered accepted by the City. After the Backup Solution has been accepted by the City, the Vendor may submit an invoice for the Backup Solution. After the City has received a valid invoice, the City agrees to remit payment within thirty (30) days from the date the invoice was received.

### 6) Equipment and Services Purchase

The City intends to simply purchase the necessary components and services to achieve completion of the objectives articulated in this RFP. All proposals must include ALL labor, materials, products, and services necessary for a turnkey installation of the Backup Solution as specified, and for services and/or ongoing support for a total of one (1) year following acceptance. The City shall not be liable for additional charges that are not stated in the proposal as part of the Backup Solution cost. All charges for additional hardware, software, labor, professional services, overtime, training, shipping, any other components and/or service, and post-install support shall be included in the proposed Backup Solution cost.
Each Respondent must include with their proposal(s) a completed “Pricing Sheet” found on page 21 of this RFP. In addition to the “Pricing Sheet” the Respondent will be required to detail pricing and products as described in item 12.2 Section B: Technical and Backup Solution Detail on page 10 of this RFP. It is understood that because the Backup Solution might change somewhat after consultation with the Vendor that the pricing might also change. However, large deviations from those proposed in response to this RFP will classify the proposal as non-responsive at the City’s discretion.

7) Infrastructure Connectivity

The City has the following equipment that comprises the infrastructure connectivity across which data traverses. An overview diagram is provided in Appendix – A: Infrastructure Connectivity Diagram on page 22 of this RFP. (Note: The Backup Solution proposed must not use the existing SAN as backup target storage.)

- Brocade MLX core LAN switches
- Compellent SC40 Enterprise SAN
- Brocade 6510 SAN switches

8) Background Information

The City currently utilizes disk-based backup appliances from Eversync Solutions. These appliances have served the City extremely well for almost seven (7) years. However, because of their age, the relentless growth of data, data sources, and advances in data sources, the City is seeking to update the backup solution to keep pace. The current backup appliance environment is made up of four (4) hardware appliances as listed below:

- Primary and Secondary 40TB Sentio HD 8-35000
- Primary and Secondary 20TB Sentio HD 4T-20000

The primary appliances perform the backup functions and then replicate that data offsite to the corresponding secondary appliances. This affords the data backups to be offsite automatically. Should the primary appliance fail, the secondary can assume the backup functions until the primary is available again.

9) Backup Solution Specifications

An attempt has been made in this RFP to provide enough information and detail to afford the respondent ample information to submit a successful proposal for review and consideration by the City. However there are areas in this RFP where exacting detail has not been given to allow flexibility from the Respondent. The diagram in Appendix – A: Infrastructure Connectivity Diagram on page 22 in this RFP is meant as a high level view showing general connectivity between systems and storage to aid the Respondent in understanding data flow and storage in the City such that a tailored response can be presented. It will be the responsibility of each Respondent to substantiate particular solution choices in the response to this RFP and during the interview process if selected as a finalist. Respondents may submit more than one proposal if they feel that requirements can be met with different combinations of elements. However, any Respondent submitting more than one response to this RFP must articulate the differences between the solutions presented.
9.1 Overview
The desire of the City is to implement a Backup Solution taking into account the data flow and storage represented in Appendix – A: Infrastructure Connectivity Diagram on page 22 in this RFP as well as the additional criteria outlined below. Further, the proposed Backup Solution(s) should be viable and useable for the City for a period of at least five (5) years. It is understood that after consultation with the Vendor that the Backup Solution proposed may not be optimal or even preferred, but represents a common frame of reference to assist City personnel in evaluating the proposal responses. While physical/standalone servers remain a part of the infrastructure, it must be stressed that the goal is to move to a completely virtual environment. However, because of the continued presence of physical/standalone servers, provision must be made to accommodate their backup and data protection. In addition, the current backup methodology is antiquated and may require revision as newer technology and capabilities are made available as part of the new Backup Solution, but for the purposes of this RFP please assume continued use of the stated methodology.

9.2 Current Backup Statistics and Methodology
- Data type breakdown: ~ 60% Files, ~ 40% Database
- Estimated annual data growth rate: ~ 40%
- FULL backup size: ~ 35 TB
- FULL backup time: ~ 4 days
- FULL backup frequency: Once per month
- FULL backup retention: 1 year (archived/vaulted to disks and stored offsite)
  - Archiving and/or Vaulting a FULL to disks time: ~ 7 days
- INCREMENTAL backup size: ~ 10 TB
- INCREMENTAL backup time: ~ 16 hours
- INCREMENTAL backup frequency: Daily
- INCREMENTAL backup retention: ~ 1 week (Due to target storage space limitations.)

9.3 Current Servers, Platforms, and Applications
- VMWare and Xen Physical Hosts:
  - Dell PowerEdge R720, Dual Socket, 8-core CPUs
- VMware v5.1 “host” servers: 14
- Citrix XenServer v6.2 “host” servers: 3
- Virtual servers: 180
- Physical servers: 50
- Linux: CentOS, Debian, Redhat
- Exchange 2003
- SharePoint 2010, 2013
- Oracle 9, 10, 11

9.4 General Requirements
1. Virtual Server Backup
2. Physical/Standalone Server Backup
3. Centralized Operations Management
4. Replication
5. Archiving - Vaulting
6. Recovery Time Objective and Recovery Point Objective
7. Database Backup
8. Backup “methodology”
9.5 Specific Requirements

9.5.1 Virtual Server Backup
- Support for VMware (*Critical*)
- Support for Citrix XEN (*not essential*)
- Support for Hyper-V (*not essential*)

9.5.2 Physical/Standalone Server Backup
- Support for remaining physical/standalone server backups
- Support to backup locally attached storage

9.5.3 Centralized Operations Management
- Single platform/application to manage/monitor operations
- Notification options for success or failure of operations
- Report generation on operations, status, history, etc.

9.5.4 Replication
- Support for replicating backup data offsite
  (Reference Appendix – A: Infrastructure Connectivity Diagram on page 22 in this RFP.)
  (Data Center 1 should be primary and Data Center 2 should be secondary.)
- Replication (secondary) site should assume primary role if the primary site is unavailable.
- Mechanism to “fail back” to the primary once available again.
- Data cannot be replicated to an Internet “cloud” site.

9.5.5 Archiving – Vaulting
- Support for copying select backup data to external media (no tape) for archival or legal retention
- Archived media should be easily restored if desired back to an active state for review.
- Archived media should require minimal effort for access independent of the Backup Solution if required for portability and accessibility.

9.5.6 RTO and RPO
- Ability to recover a virtual machine in minutes if required
- Ability to recover files within minutes if required
- See Backup “methodology” below for nominal RTO and RPO requirements

9.5.7 Database Backup
- Ability to natively backup and restore Microsoft SQL versions 2005 and newer
- Ability to natively backup and restore Oracle versions 9 and newer
- Ability to backup and restore other database platforms such as PostgreSQL, MySQL, etc.
- Scripting to facilitate export of database data is acceptable as long as the process can be controlled and managed within the proposed solution.
9.5.8 **Backup “Methodology”**

- Full backups once per month
- Incremental backups daily
- Nominal RTO: ~ 4 hours
- Nominal RPO: ~ 24 hours

Given the parameters of the current backup status stated in subsection 9.2 above, the solution must accommodate and maintain online in the backup target storage at a minimum 60 – days’ worth of backups. Provision for longer retention of backups should be accommodated.

Current limitations require manual pruning of backup target storage space to accommodate the most recent backups. Ideally the solution would facilitate whatever backup strategy is chosen without manual intervention and allow backup jobs to be retained on backup target storage with data de-duplication, data compression, and other technologies for as long as possible.

10) **Selection Criteria**

The successful Vendor will be selected based on the following criteria:

- Purchase costs
- Equipment proposed
- Solution performance
- Vendor Solution
- Vendor experience
- Vendor’s ability for implementation
- Service and support
- Vendor’s willingness to work with the City
- RFP “responsiveness”
- Interviews where appropriate
- Responses from references
- Solution flexibility

11) **Selection Process and Schedule**

Each proposal received will be reviewed in accordance with the criteria stated above in **Section 10) Selection Criteria**; one or more Respondents (finalists) will be selected for further consideration. Those selected as finalists will be interviewed and allowed to present detailed information regarding the submitted proposal(s). Upon completion of the interviews the Vendor will be selected.

Information Technology staff will then develop an Agreement with the Vendor and will present the Agreement to the Overland Park City Council for approval. An award is made on execution of the written Agreement by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the Agreement. In the event the City and the Vendor cannot agree on terms of an Agreement, then Agreement negotiations with the next most appropriate finalist will be made.

The following schedule is tentative and the City reserves the right to change the schedule at any time.

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<th>Date</th>
<th>Event</th>
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<tr>
<td>10 - 08 - 2013</td>
<td>Issue RFP for the Backup Solution.</td>
</tr>
<tr>
<td>10 - 31 - 2013</td>
<td>Last day for accepting inquiries to the RFP.</td>
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<tr>
<td>11 - 07 - 2013</td>
<td>Last day for accepting responses to the RFP.</td>
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<tr>
<td>11 - 15 - 2013</td>
<td>Last day to complete evaluation of the RFPs received.</td>
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<tr>
<td>12 - 06 - 2013</td>
<td>Last day to complete Respondent interviews.</td>
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12 - 13 - 2013  Last day to complete reference checks.
01 - 31 - 2014  Last day to complete pricing and Agreement negotiations.
02 - 12 - 2014  Present Agreement to Finance and Economic Development Committee.
03 - 03 - 2014  Present Agreement to City Council.
03 - 04 - 2014  Award Agreement to the successful Vendor.
03 - 17 - 2014  Begin implementation process.
03 - 31 - 2014  Complete implementation.
04 - 01 - 2014  Begin test period of implemented solution.

12)  Proposal Requirements
Each proposal submitted MUST include the following Sections arranged in the following order:

12.1  Section A: Respondent Information – This Section is to contain the completed “Respondent Information” form that is found on page 19 of this RFP.

12.2  Section B: Technical and Backup Solution Detail – This Section is to contain a complete list of all elements that comprise the proposed Backup Solution(s) including hardware, software, features, training, maintenance, “overview” literature, a brief written technical response describing and supporting the proposal(s) submitted, and other supporting documentation considered critical by the Respondent to articulate the proposal’s merits. Reference the form in Appendix – B: Backup Solution Detail on page 23 of this RFP for the desired presentation of information regarding the proposed response. For each piece of hardware, software, hardware feature, and software feature the Respondent should clearly indicate the following:

- SKU (Part Number / Model Number)
- Description
- Unit Cost
- Quantity
- Total Price

Training, installation, maintenance, and service do not have to be quoted by SKU, but pricing information must clearly distinguish between training, installation services, and ongoing maintenance. For ongoing maintenance, each proposal must describe the level of service being offered to include response time, hours of availability, and any limitations on the availability of phone support or on-site engineers.

12.3  Section C: Diagram(s) – This Section is to contain complete printed diagram(s) of the Respondent’s proposed Backup Solution and supporting diagram(s) if and where necessary. The diagram(s) should clearly indicate where and how the Backup Solution will “fit” in relation to servers, clients, and storage.
12.4 **Section D: Pricing Sheet** – This Section is to include the completed “Pricing Sheet” on page 21 of this RFP. This “Pricing Sheet” is intended to provide quick comparative information regarding total cost for this project to City personnel. Other aspects of pricing such as “unit costs,” “discounts,” etc. should be included in Section 12.2 *Technical and Backup Solution Detail* as indicated above.

12.5 **Section E: Experience and References** – This Section is to describe two (2) of the Respondent’s past engagements (projects) which were similar to this project in terms of size and scope. The description is to include the name of the client, the address of the client, the name, title and telephone number for a contact person, an explanation of the engagement, the size of the organization in terms of number of employees, the timeframe for the project, the number of Respondent staff involved in the project and their responsibilities.

12.6 **Section F: Vendor’s Role** - This Section is to include an explanation of the work that the Vendor will do on this project and the work that the Respondent will expect the City to do, based on the information presented in Section 5) *Scope of Services* on page 4-5 of this RFP. It is understood that the work of the Vendor will be finalized at the time an Agreement is developed. The purpose of this Section is to obtain a general idea of how the Respondent will approach this project based on the information presented in this RFP.

12.7 **Section G: Vendor Designated Project Manager** – This Section is to include the complete contact information of the person(s) designated by the Respondent as “project manager(s)” for this engagement for the City. This should also include a brief description of the person(s) experience with this type of project and with the Backup Solution proposed.

12.8 **Section H: Special Considerations** – Please describe any special features, advantages, or characteristics of your proposal that have not been addressed above, and that make it particularly advantageous for the City to select your Backup Solution. This may include features of particular equipment proposed that set it apart from competitors as well as perhaps business practices of the manufacturer that also set it apart from the competition.

12.9 **Section I: Supporting Materials** – This Section should include specific and supportive information as to how and why a particular element(s) of the Backup Solution is superior to others or will best meet the current and future needs of the City. This might include lab tests, comparative studies, white papers, real-world applications, etc.

12.10 **Section J: Soft Copy Submission** – In addition to the hard copy, proposal submissions shall also include a soft copy on CD or memory stick. The soft documents must conform to the following formats:

- The technical response in Microsoft Word format
- Pricing spreadsheets in Microsoft Excel format
- Network diagrams in Microsoft Visio, PowerPoint, JPEG, or GIF format
- Supporting literature and documentation in Microsoft Word or Adobe Acrobat (pdf) format.
13) **Special Conditions for Submitting a Proposal**

13.1 Any proposal that is not received by the City Clerk’s office prior to the deadline date and time set forth will not be considered.

13.2 The City reserves the right to: (1) accept or reject any and all proposals, and to waive any technicalities or irregularities involving any proposal; (2) negotiate Agreement terms with the Vendor(s); (3) disregard all nonconforming, non-responsive or conditional proposals; and (4) reject the responses that do not meet the City’s satisfaction.

13.3 In evaluating proposals, the City may consider the qualifications of Respondents and whether or not the proposals comply with the prescribed requirements.

13.4 During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.

13.5 Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP, unless clearly and specifically noted in Section 15 Exceptions on page 18 of this RFP of any proposal submitted and confirmed in a subsequent Agreement between the City and the Vendor.

13.6 The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Respondent that will best meet the needs of the City. Respondents and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the City waives such noncompliance.

13.7 No Respondent may withdraw his or her proposal for a period of thirty (30) days from the date set for the opening thereof.

13.8 All Respondents shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the City in writing.

13.9 By submission of a proposal, the Respondent certifies that: The Respondent has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the Agreement. The City may, by written notice to a Respondent, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP.

13.10 The contents of the proposal and any clarifications distributed by the City shall become part of the contractual obligation and incorporated by reference into the ensuing Agreements. All proposals become the property of the City and will not be returned to the Respondent.

Each Respondent’s proposal and any clarifications to that proposal shall be signed by an officer of the Respondent company or a designated agent empowered to bind the firm in an Agreement.
13.11 The City reserves the right to request clarification or additional information regarding any proposal submitted.

13.12 The City is bound by the Kansas Open Records Act (“KORA”) and considers all responses to be open records once a Vendor is chosen. If a Respondent believes any page or pages fit within an exception to the KORA, Respondent must identify such page or pages and reference the particular section(s) of K.S.A. 45-221(a).

14) Terms and Conditions

The City reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any bid it deems to be in its best interest. The City may choose not to make any award, to award all components to one Vendor, or to combine Vendors and services as it sees fit. The City is not obligated to accept the lowest bid or the most technologically advanced proposal. **Respondent is responsible for proposing their best, most competitive pricing in the initial Response, as opportunity to negotiate or resubmit pricing may not be offered at a later time.** The City shall not be liable for any costs incurred by the Respondent in responding to this RFP.

The Agreement between the City and the Vendor shall contain the following terms and conditions:

14.1 This RFP and the Vendor’s response to the RFP shall be incorporated by reference into the Agreement. The requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the City and the Vendor.

14.2 The City is exempt from taxes.

14.3 Vendor agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for personal injury, bodily injury, property damage and/or death arising solely out of Vendor’s or any of its agents, servants and/or employees’ negligent acts, and or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Vendor of its obligation under this paragraph.

14.4 Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Vendor shall be held accountable for manufacturer’s delays in providing equipment or services proposed under this Agreement.

14.5 The Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing, signed by authorized representatives.

14.6 Vendor shall be responsible for complying with all applicable state and local laws and ordinances in its performance of this Agreement.

14.7 The entire Agreement between the City and Vendor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: The City’s RFP (including any addendums), Vendor’s response, terms and conditions negotiated before
Agreement signing, any other contractual documents.

14.8 Either party may terminate this Agreement at their convenience by giving the other party thirty (30) days written notice. Any termination shall not relieve the City of its obligations to pay Vendor for satisfactory deliverables through the effective date of termination.

14.9 The Agreement may be terminated due to Vendor’s inability to perform as specified under this Agreement. The City shall provide Vendor with a letter defining the area(s) where performance requirements have not been met via certified mail. The Vendor shall have thirty (30) days in which to meet the Agreement requirements. If the requirements have not been met after thirty (30) days, the City has the right to cancel the Agreement without penalty. If the Agreement is canceled due to Vendor’s failure to perform, the City shall pay the Vendor only for hardware delivered and/or work performed up to cancellation. The City reserves the right to retain other parties to complete the work required under the Agreement.

14.10 Vendor shall be responsible for the performance of its employees, agents, and subcontractors.

14.11 Vendor shall obtain appropriate licenses and building permits as applicable.

14.12 The Vendor shall provide emergency telephone numbers of key contact personnel who are familiar with the project scope and status to be contacted if needed for escalation purposes in the event of a problem.

14.13 Vendor shall provide key personnel to do all work at the City in order to become acquainted with the City systems and provide continuity.

14.14 All Vendors shall complete daily clean up in all areas in which they have worked. In addition, work areas shall be maintained in a clean fashion during projects. The City retains the right to bill the Vendor for any costs incurred by the City in cleaning up after the Vendor.

14.15 No work shall be performed without an appropriately executed Agreement or change order.

14.16 The City requires all Vendors to follow all applicable OSHA guidelines.

14.17 When performing work after regular hours (M-F, 8:00 a.m. to 5:00 p.m.) Vendor’s supervisor shall inform the City of the names of workers present, location, and duration.

14.18 Vendor shall follow and submit to all security policies and procedures at the site in which the Vendor employees are working.

14.19 The Agreement will be governed by the laws of the State of Kansas.

14.20 The Vendor agrees that:

14.20.1 The Vendor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present
Agreement because of race, religion, color, sex, disability, national origin ancestry or age;

14.20.2 In all solicitations or advertisements for employees, the Vendor shall include the phrase, “equal opportunity employer,” or a similar phrase to be approved by the Kansas Human Rights Commission (“Commission”);

14.20.3 If the Vendor fails to comply with the manner in which the Vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

14.20.4 If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

14.20.5 The Vendor shall include the provisions of subsections 14.20.1 through 14.20.4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or Vendor.

14.21 The provisions of this Section shall not apply to a Agreement entered into by a Vendor:
14.21.1 Who employs fewer than four employees during the term of such Agreement; or

14.21.2 Whose Agreements with the City cumulatively total $5,000 or less during the fiscal year of the City.

14.22 The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

14.23 The usage commitment in this Agreement shall be an annual commitment. Monthly variations in usage will not be subject to penalties as long as the annual commitment level is met.

14.24 Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that the City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City’s then current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have been appropriated and budgeted or are otherwise made available. City agrees to notify Vendor
of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the City’s then current budget year. This paragraph shall not be construed so as to permit the City to terminate the Agreement in order to acquire any other functionally similar services or to allocate funds directly or indirectly to perform essentially the same application for which the services under the Agreement are intended. Notwithstanding the foregoing and to the extent permitted by law, the City agrees that, if the Agreement is terminated in accordance with the provisions of this paragraph, the City shall not acquire or purchase services similar to that described in the Agreement for a period of ninety (90) days from the end of the then current budget year of the City.

14.25 Insurance Requirements

The Vendor must have the following minimum insurance coverage:

14.25.1 General

The Vendor shall maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Vendor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

14.25.2 Notice of Claim Reduction of Policy Limits

The Vendor, upon receipt of notice of any claim in connection with the Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Vendor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Agreement) if the Vendor’s limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Vendor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

14.25.3 Commercial General Liability

Limits -

<table>
<thead>
<tr>
<th></th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence:</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury:</td>
<td>$ 500,000</td>
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<tr>
<td>Damage to Rented Premises:</td>
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<tr>
<td>General Aggregate:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations Aggregate:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Policy **MUST** include the following conditions:

1. Independent Contractors
2. Broad Form Contractual / Contractually Assumed Liability
3. Broad Form Property Damage
4. City as an additional insured
14.25.4 Automobile Liability
Policy shall protect the Vendor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle

Limits -

Combined Single Limits, Bodily Injury and Property Damage – Each Accident: $500,000

Policy MUST include the following conditions:

1. City as an additional insured

14.25.5 Workers’ Compensation
This insurance shall protect the Vendor against all claims under applicable state workers’ compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers’ compensation law. The policy limits shall not be less than the following:

Workers’ Compensation: Statutory

Employers Liability -

Bodily Injury by Accident: $100,000 Each Accident
Bodily Injury by Disease: $500,000 Policy Limit
Bodily Injury by Disease: $100,000 Each Employee

If Vendor has no employees, a waiver form provided by the City must be executed.

14.25.6 Industry Ratings
The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is licensed to do business in the State of Kansas;
2. Carries a Best’s policyholder rating of A- or better; and
3. Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Vendor.

14.25.7 Subcontractors Insurance
If a part of the Agreement is to be sublet, the Vendor shall either:

1. Cover all subcontractors in its insurance policies, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
Whichever option is chosen, Vendor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney’s fees, arising out of the acts or omissions of its subcontractors.
15) **Exceptions**

Please list **ALL** exceptions your company makes to the requirements specified in this RFP in this Section. Exceptions noted in the body of your proposal MUST be repeated in this Section. Include any features that will not operate as specified, in addition to other exceptions you may have.

Please repeat **ALL** legal exceptions here as well.
### 16) Respondent Information Form

(This form to be included with proposal)

<table>
<thead>
<tr>
<th>Respondent Name:</th>
<th></th>
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<tbody>
<tr>
<td>Contact Name:</td>
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<tr>
<td>Title:</td>
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<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
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<tr>
<td>Email:</td>
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</tr>
</tbody>
</table>

I have reviewed all of the general information and specifications in the RFP, have contacted the City regarding any needed clarifications, and submit this proposal with a full understanding of the specifications.

If selected by the City as the Vendor, I agree to abide by the terms and conditions specified in this RFP.

<table>
<thead>
<tr>
<th>Company Officer Name:</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Title:</td>
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<tr>
<td>Signature:</td>
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</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
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</tr>
</tbody>
</table>
17) Pricing Sheet

(This form to be included with proposal)

This form is intended as a quick reference for the City to evaluate the cost for the entirety of the Backup Solution proposed. More detailed pricing information is required to be included as described in item 12.2 Section B: Technical and Solution Detail on page 10 of this RFP. Additional costs required by the Respondent but not covered specifically in this RFP must be included on this “Pricing Sheet” and also articulated in the detail pricing information submitted.

**TOTAL one time cost for the entirety of the Backup Solution proposed for this RFP:**

$_______________________
18) Infrastructure Connectivity Diagram  (APPENDIX – A)

Notes:

- Connectivity between Data Centers is **10 GB** Ethernet for the LAN.
- Connectivity between Data Centers is **8 GB** Fiber Channel for the SAN.
- Windows is the dominant operating system.
### Backup Solution Detail Example Sheet - (APPENDIX – B)

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Unit Cost</th>
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