



City of Republic – Request for Proposals (RFP) No. 24-007
Storage Area Network (SAN) Device and Ongoing Support

NOTICE TO SUBMITTERS

The City of Republic (“City”) is seeking proposals from qualified submitters for the procurement, installation, and migration services of a Storage Area Network (SAN) device to support our virtualized server environment. The selected SAN solution will replace our current system, ensuring continuity and improved performance, while meeting or exceeding the existing storage capacity and connectivity requirements.

The submitter who receives an award pursuant to this RFP (“Successful Submitter”) will demonstrate the ability to deliver a high-performance, scalable SAN solution that integrates seamlessly with the City’s existing server infrastructure. Additionally, the Successful Submitter will provide professional services for the setup, data migration, and testing to ensure the new system is fully operational without significant downtime or disruption to City operations.

The City intends to prioritize proposals demonstrating the ability to provide not only the hardware solution but also a robust support plan to maintain optimal system performance over a defined time period to be set forth in a contract with the successful submitter. The selected submitter will be required to enter into a Services Contract with the City, which will contain, but not necessarily be limited to, the terms and conditions set forth below in this RFP.

By no later than DECEMBER 20, 2024 at 11:00 AM C.S.T., proposals in response to this RFP must be either:

- (1) Received by the City Clerk’s Office in a sealed envelope containing all required information or documentation and clearly marked, “RFP #24-007 – Storage Area Network (SAN) Device”; **or**
- (2) Submitted via the DemandStar bidding software with all required information or documentation

The City expressly reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP; to waive minor defects in the process, with or without cause; and to accept whichever proposal the City deems to be in the best interest of the City and its citizens.

There is no expressed or implied obligation for the City of Republic to reimburse responding individuals/firms for any expenses incurred in the preparation of responses to this RFP.

Date: _____

All inquiries should be directed to:
Michael Sallee, Data & Security Supervisor
City of Republic Information Technology Department
msallee@republicmo.com
(417) 732-3404

A. PROJECT OVERVIEW

The services sought under this RFP generally include the provision of a new Storage Area Network (SAN) solution to support the City's virtualized server environment (referred to herein as the "Project"). This Project will ensure improved performance, scalability, and seamless integration with the City's existing server infrastructure.

Submitters are expected to address the following key components in their proposals:

1. Supply of a SAN device with capabilities that are equivocal or greater than the City's current solution. With storage capacity at least 70TB on disk storage before compression or deduplication, and two (2) controllers with four (4) 10G connections for data and management connectivity. This solution should either be:
 - a. A flash based storage solution
 - b. (or) A tier solution with 40TB flash, and spinning disk drives of greater than 30TB capacity, with speeds of 10k rpm or greater & flash cache for that SAS array.
 - c. Both options may be bid.
2. Integration with the City's existing virtualized server environment, including compatibility with VMware and Hyper-V.
3. Installation, configuration, and testing services to ensure full functionality of the new SAN device.
4. Professional services for seamless migration of data from the existing SAN to the new system.
5. Long-term vendor/manufacture support contract (minimum 36 months, with an option to extend up to 60 months).

Submitters are encouraged to provide proposals that not only meet the technical specifications outlined in this RFP but also demonstrate a commitment to customer service, innovation, and support.

B. SCOPE OF SERVICES

Proposals should demonstrate the submitter's ability to fully meet the following Scope of Services:

1. Technical Specifications:
 - a. Storage Capacity: Minimum of 70TB on disk of usable capacity before deduplication or compression.
 - b. Storage Type: Full array of Flash for 70TB (or) tiered arrays of 40TB flash & 30TB or greater SSD cached SAS array of 10k or greater SAS HDDs. Either solution will use RAID 1+0, 6, or ZFS for. Must include a hot or cold spare drive or equivalent.
 - c. Storage Scalability: Must be scalable to accommodate future storage growth without needing a complete overhaul. The new SAN device should allow for the addition of extra storage modules, ensuring long-term flexibility and cost-efficiency.
 - d. Connectivity:
 - o Must support iSCSI.

- Minimum of (8) 10 Gbps Ethernet ports, with redundancy to support high availability and minimize risk of downtime.
 - Must include dual-controller architecture to enable automatic failover in case of a controller failure, ensuring uninterrupted operation.
 - Must include redundant hot swappable power supplies.
- e. Performance:
 - SAN will be a general use solution, that we have reported average IOPS (Input/Output Operations Per Second) of 600 for general use. Virtual servers will include but not be limited to file & print, SQL, and application servers.
- f. Data Management:
 - Must include support for thin provisioning to optimize storage allocation and reduce wastage of storage capacity.
 - Must include built-in data deduplication and compression features to maximize storage efficiency and reduce the total cost of ownership.
 - Must have snapshot, cloning, and replication capabilities to protect data and ensure quick recovery from failures or disasters.
- g. Data Integrity & Security:
 - Encryption of data at rest and in transit (using AES-256 encryption or equivalent) to ensure data protection and compliance with relevant security standards.
 - Role-based access control (RBAC) to restrict access based on user roles and maintain data security.
 - Secure authentication methods, such as multi-factor authentication (MFA), to further safeguard the system.
- 2. Virtualization Support: The SAN device must integrate seamlessly with the City's virtualized server environment and include, at a minimum, the following virtualization support features:
 - a. Integration with VMware and Hyper-V.
 - b. Support for virtual machine (VM) storage provisioning to allow for dynamic allocation of storage to individual VMs, as needed.
- 3. High Availability & Redundancy: The SAN device must be designed with redundancy and fault tolerance features, including at a minimum:
 - a. Fully redundant power supplies and hot-swappable components to allow replacement without system downtime.
 - b. RAID support (RAID 1+0, 6, or equivalent) to provide protection against drive failures and ensure fault tolerance.
 - c. Automated failover and load balancing across multiple paths to prevent system failure in case of a network or hardware issue.
- 4. Maintenance & Support:

- a. Must include a support contract with a minimum term of 36 months. The City will prioritize support contracts that include an option to extend support services for up to 60 months included in quote.
 - b. Service-Level Agreements (SLAs):
 - o 24/7 technical support, with a guaranteed response time of 4 hours or less on critical issues.
 - o Next-business-day on-site support for hardware failures.
 - o Ongoing firmware and software updates to include bug fixes, security patches, and performance enhancements.
5. Professional Services: With deployment, the following professional services will be required:
- a. Installation and configuration of the SAN device to ensure full integration with the City's existing infrastructure.
 - b. Data migration services to facilitate transition of data from the current storage system to the new SAN, designed to minimize interruptions
 - c. Post-installation testing to validate the performance, redundancy, and high availability of the SAN device.
6. Documentation & Training: The submitter must provide detailed documentation and training to City IT staff for ongoing management and troubleshooting of the SAN:
- a. Full technical documentation including setup guides, user manuals, and troubleshooting guides.
 - b. Offer training sessions for IT personnel on managing the SAN device, best practices for data storage, and handling system maintenance tasks.

C. PROPOSAL REQUIREMENTS

Only those Proposals fulfilling all requirements outlined in this section, and otherwise in compliance with other requirements set forth in this RFP, will be considered. Proposals submitted that do not meet all requirements set forth in this RFP will not be considered.

1. Submission of Proposals:

BY NO LATER THAN DECEMBER 20, 2024, at 11:00 AM CST, Proposals must be either:

- a. Received by the City Clerk's Office in a sealed envelope containing all required information or documentation and clearly marked, "RFP #24-007 – Storage Area Network (SAN) Device"; or
- b. Submitted via the DemandStar bidding software with all required information or documentation.

Submittals provided on paper to the City may be presented by hand or by mail, so long as they are **received by the City no later than 11:00 AM C.S.T. on December 20, 2024.**

Submittals provided online **must** be submitted through the City's DemandStar bidding

software.

NO SUBMITTALS WILL BE ACCEPTED VIA E-MAIL UNDER ANY CIRCUMSTANCES.

2. Required Information/Sections for Proposals:

All proposals submitted in response to this RFP must contain the information set forth below, and should generally conform to the following format:

a. Title Page and Table of Contents:

- A title page containing the corporate name of the submitter, the primary place of business address, telephone number, name of the contact person, email address of the submitter's primary contact person, and the date of the Proposal.
- A table of contents identifying the page number(s) on which each section falls, including any exhibits or attachments provided with the Proposal.

b. Background and Experience

- Provide a summary of the submitter's expertise in SAN solutions and related infrastructure, particularly for clients with virtualized environments or similar industries (e.g., government, enterprise).
- Include a description of the submitter's size, structure, and location, along with the qualifications of key personnel who will be assigned to the Project.
- Highlight any relevant certifications or specializations, such as certifications in storage technologies, virtualization expertise, and data migration experience.

c. Project Approach, Methodology, and Professional Services:

- Describe the submitter's proposed approach to delivery, detailing each phase of the Project, including assessment of the current infrastructure, design, procurement, implementation, testing, and final migration.
- Outline the tools, technologies, and platforms that will be utilized to ensure smooth integration into the City's virtualized server environment.
- Provide a detailed implementation timeline with key milestones and deliverables, ensuring minimal disruption to City operations during the installation and migration process.
- Detail the data migration services that will be offered to ensure a seamless transition from the current SAN to the new system with minimal system downtime or data loss.
- Include post-installation services such as testing and validation to ensure the system performs at the expected levels and meets the specified requirements.

d. Technical Specifications and Features

- Storage Capacity: Provide an overview of the proposed SAN solution's storage capacity, ensuring a minimum of 70TB of on disk usable capacity, and describing the system's ability to support future storage expansion.
- Connectivity: Outline the system's connectivity options, including support for Fiber Channel, iSCSI, or equivalent high-speed protocols. Specify the required ports

(e.g., (8) 10 Gbps Ethernet) and redundancy for high availability (e.g., dual-controller architecture for failover support, RAID configurations, fully redundant power supplies and hot-swappable components, and automated failover and load balancing).

- Performance and Scalability: Detail the system's performance capabilities, including minimum IOPS (Input/Output Operations Per Second) and latency requirements (less than 1ms for read/write operations). Include scalability features that allow for future growth.
 - Data Management: Specify data management features such as thin provisioning, data deduplication, compression, snapshots, cloning, and replication to enhance storage efficiency and support data protection.
 - Data Security: Explain the system's security measures, including encryption of data at rest and in transit (AES-256 or equivalent), and support for role-based access control (RBAC) and secure authentication.
- e. Cost Proposal
- Submit a detailed cost breakdown for the entire Project, including procurement of the SAN device, installation, configuration, and migration services.
 - Provide costs for ongoing services, including required software or firmware updates.
 - Specify hourly rates for any additional services beyond the scope of the initial installation and migration.
- f. Support and Maintenance
- Describe the support and maintenance services that will be offered, including response times, Service Level Agreements (SLAs), and the submitter's process for handling hardware failures, software issues, and system updates.
 - Provide details on the duration and terms of the support services available (proposals must include the ability to provide a minimum of 36 months of support, with preference given to proposals offering the option to extend to 60 months).
- g. References and Work Samples
- Provide website links (or other accessible references such as portfolios, project descriptions, etc.) for at least three (3) similar SAN projects the submitter has completed, preferably for clients with virtualized environments or within the public sector.
 - Include at least three (3) references from previous clients for whom the submitter has completed similar Projects. Each reference should include the contact's name, title, organization, phone number, and email address.
- h. Signed Transmittal Letter:
- A signed Letter of Transmittal that includes the following:
 - Brief statement demonstrating the Submitter's understanding of the services to be provided and the commitment to provide the services within an agreed upon time

- A statement that the Proposal is a firm and irrevocable offer for ninety (90) days; and
- The following statement: “The submission of this Proposal indicates acceptance by [*insert name/title of the proposing individual/firm*] of the specifications and instructions contained in the RFP.”
- **The signer of the Signed Transmittal Letter must have the legal authority to bind the Submitter to the submitted Proposal.**
- i. Signed/Executed Forms Attached to this RFP
 - Include with the Proposal all forms attached to this RFP, duly signed and/or executed as indicated on the provided instructions.
 - Exhibit A: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600, RSMO.
 - Exhibit B: AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500, RSMO.
 - Exhibit C: CERTIFICATION ON POTENTIAL CONFLICTS OF INTEREST

D. PROPOSAL EVALUATION AND SELECTION

The City will evaluate and score each Proposal submitted (provided said Proposal complies with all required terms of this RFP and is timely submitted) against the following criteria:

1. Relevant experience and past performance.
2. Quality and creativity of the proposed design and functionality.
3. Demonstrated understanding of the Project and its objectives.
4. Compliance strategy for city clerk postings, retention, and sunshine law.
5. Cost-effectiveness and value for money.
6. Proposed timeline and ability to meet deadlines.
7. Quality of references and client feedback.
8. Costs and proposed approach for managing CMS content updates.

E. TERMS AND CONDITIONS OF CONTRACT TO BE AWARDED

01. **Corrections:** No erasures are permitted.
 - a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Proposal must initial all corrections.
02. **Clarification and Addenda:** Submitters are expected to examine all documents attached to and/or provided by the City with this RFP, and prior to submitting any Proposal in response to this RFP, make any necessary and/or reasonable inquiries of the City to ensure all such Submitters understand the entirety of the documents.

- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the RFP shall be made through the listed City contact in writing (email is permitted).
 - b. The City shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Submitter, prior to submitting their Proposal, to direct any inquiries to the listed City contact.
- 03. **RFP Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Submitters and the City will not reimburse for any expenses incurred in preparing responses to this RFP.
- 04. **Irrevocable Offer:** Any Proposal may be withdrawn up until the due date and time set for opening of the RFP. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the RFP, until one or more of the Proposals have been duly accepted by the City.
- 05. **Responsive and Responsible Submitter:** To be a "responsive Submitter," a Submitter shall submit a Proposal which conforms in all material respects to the requirements set forth in the RFP. To be a "responsible Submitter," the Submitter shall have the capability in all respects to perform fully the Project requirements, and possess the tenacity, experience, integrity, reliability and capacity to ensure good faith performance. The term "lowest responsible Submitter" refers to the Submitter who presents the lowest Proposal while also meeting the City's required qualifications for a responsible bid and demonstrating the ability and capacity to successfully perform the Project as outlined in this RFP.
- 06. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Submitter's responsiveness and responsibility. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.
- 07. **The Right to Audit:** The Submitter agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
 - a. The City shall have the right to audit the Submitter's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
- 08. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this RFP.
- 09. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
 - a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall

be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

10. **Ethical Standards Applicable:** With respect to this RFP, if any Submitter violates or is a party to a violation of the general ethical standards of the applicable Revised Statutes of Missouri or other City Code provisions, such Submitter will be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals in response to other requests or invitations from the City.
11. **Collusion Absolutely Prohibited:** All Submitters offering a submission in response to this RFP hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Proposal to the Proposals of any other Submitter(s), and further that they have not colluded or conspired with any other Submitter or parties to this RFP, to violate the terms and conditions governing submission of responses to this RFP whatsoever. All Submitters offering a submission in response to this RFP additionally promise that:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Submitter or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Submitter and will not knowingly be disclosed by the Submitter prior to the scheduled opening directly or indirectly to any other Submitter or to any competitor.
 - c. No attempt has been made or will be made by the Submitter to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
 - d. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in any contract awarded under this RFP. No person or agency has been employed or retained to solicit or secure the contract awarded under this RFP upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
12. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the City.
13. **Liability and Indemnity:**
 - a. In no event shall the City be liable to the successful Submitter for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this RFP. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this RFP.
 - b. The successful Submitter shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this RFP, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Submitter expressly

acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.

- c. The successful Submitter shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
14. **RFP Forms, Variances, and Alternates:** Proposals must be submitted on the forms attached to this RFP as provided by the City; however, additional information may be attached. Submitters must indicate any variances from the City requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. Otherwise, Submitters must fully comply with the City requested specifications and terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of the City Purchasing Agent.
15. **Proposal Form:** All blank spaces must be completed with the appropriate response.
- a. Submitters must state the price, written in ink, for what is proposed to complete each item of the Project.
 - b. Submitters must insert the words "no Proposal" in the space provided for any item for which no Proposal is made.
 - c. Submitters must submit an executed Proposal form, affidavit of compliance with other requested documents.
16. **Modifications or Withdrawal of Proposal:** A modification of a Proposal already submitted will be considered only if the modification is received prior to the time announced for opening of Proposals, and is made in writing; executed and submitted on the same form and manner as the original Proposal. Modifications submitted by telephone, fax, or email will not be considered.
17. **No Proposal:** If not submitting a Proposal, respond by returning the "Statement of No Proposal" no later than the stated Proposal opening time and date, and explain the reason in the space provided.
18. **Errors in Proposals:** Submitters are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals; failure to do so will be at the Submitter's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Submitters. In case an error regarding extension of prices in the Proposal, the unit price shall govern.
19. **Prices:** Proposals must include both unit price and extended total.
- a. Price must be stated in units of quantity specified in the Proposal specifications. In case of discrepancy in computing the amount of the Proposal, the unit price of the Proposal will govern.
 - b. If applicable, all prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this RFP, shall mean that the successful Submitter, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Submitter's location to a specified location within the City. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City.

- c. If a Submitter offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - d. Payment terms shall be Net 30 if not otherwise specified.
 - e. Pre-payment terms are not acceptable.
- 20. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Proposal price and not shown separately. The price as shown on the Proposal shall be the price used in the City's determination of award(s).
- 21. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this RFP are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Submitters may submit Proposals on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.
- 22. **Deviations to Specifications and Requirements:** When proposal of "or equal," Proposals must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Submitter to furnish the data necessary to determine whether the product is equivalent may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Submitter on the Affidavit of Compliance form, at the time of submittal of Proposal.
 - c. The absence of listed deviations at the time of submittal of the Proposal will hold the Submitter strictly accountable to the specifications as written.
 - d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
- 23. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Submitter, the Submitter shall retrieve the product from the City at its own expense and shall refund to the City any money the City has remitted to the Submitter for the same. In the event the successful Submitter fails or refuses to retrieve the product and refund to the City any money previously remitted to the Submitter for such product in accord with the terms of this paragraph, the Submitter shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
- 24. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
- 25. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
- 26. **Proposal Awards:** Awards will be made to the Submitter whose Proposal (1) meets the specifications and all other requirements of the RFP and (2) is the lowest and best Proposal, considering price, delivery, responsibility of the Submitter, and all other relevant factors.
 - a. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to

motivate prompt payment.

- b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Proposals or waive any minor or non-material irregularity or technicality in Proposals received.
- 27. **Authorized Product Representation:** The successful Submitter(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Submitter(s) is legally authorized to submit, and the successful Submitter(s) will be legally bound to perform according to the documents.
- 28. **Regulations:** It shall be the responsibility of each Submitter to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
 - a. E-VERIFY COMPLIANCE REQUIREMENTS: All contractors or subcontractors to be utilized by Submitter on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Submitters are herein informed that the work to be performed under this RFP is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675, RSMo., the successful Submitter shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
 - d. Section 208.009, RSMo. shall apply to any contracts awarded under this Proposal.
- 29. **Royalties and Patents:** The successful Submitter(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Submitter shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
- 30. **Equal Employment Opportunity Clause:** The City, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Submitters that the City takes all reasonably necessary steps to affirmatively ensure that all Submitters, including minority businesses, will be afforded full opportunity to submit Proposals in response to

this RFP and that no Submitter will be discriminated against on the grounds of race, color, or national origin in determining the successful Submitter for award.

31. **Insurance Requirements:** For the duration of any contract awarded under this RFP, (which, for Projects including any labor, means until the work is completed and accepted by the City; and which, for Projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Submitter is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Submitter will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Submitter shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this RFP, and in the event the Successful Submitter will sublet or subcontract any such work, the Successful Submitter shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Submitter's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 for each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Submitter shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this RFP, in an aggregate amount totaling no less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability** (*applies only to Projects involving the Successful Submitter's operation of vehicles in performing any work awarded under this RFP*): The Successful Submitter shall maintain Commercial Automobile Liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
32. **Performance Bond and Labor & Materials Payment Bond:** Not Applicable.
33. **Liquidated Damages:** Not Applicable.
34. **Nonresident/Foreign Contractors:** To the extent the successful Submitter utilizes non-resident/foreign contractors to provide services or supplies in connection with this RFP, the successful Submitter shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.

35. **Proposal Tabulation:** Submitters may request a copy of the Proposal tabulation of the RFP.
36. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Proposal, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
37. **Additional Purchases by Other Public Agencies:** By submitting a Proposal in response to this RFP, the Submitter authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this RFP unless otherwise noted on the Affidavit of Compliance Form.
38. **Affidavit for Service Contracts:** The successful Submitter represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this RFP and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this RFP, knowingly employ, or subcontract with, any person who is an unauthorized alien.
39. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this RFP shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Submitter and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Submitter and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Submitter and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City’s return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this RFP.
40. **Davis-Bacon Act:** If the Instructions to Submitters have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this RFP shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated into this any agreement or contract awarded under this RFP.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this RFP, all contractors, subcontractors and other individuals/entities hired by the successful Submitter to perform work under this RFP shall pay the greater of the wages required under either law.
41. **Jurisdiction and Venue:** This RFP and any executed agreement required pursuant to the terms of this RFP, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE**

STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.

42. **Conflict of Interest:** By participating in this RFP and/or accepting an agreement pursuant to the RFP's terms, the successful Submitter certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
43. **Sovereign Immunity:** In no event shall any language or requirement in this RFP or any Agreement that comes from this RFP be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
44. **Terms:** The City reserves the right to reject any and all proposals received from this Proposal. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Proposal. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Proposal or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

[End of Request for Proposals (RFP) No. 24-005]

[Attachments/Exhibits Follow on Next Page]