

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR THE INFORMATION
TECHNOLOGY DEPARTMENT***

REQUEST FOR PROPOSALS:

**STORAGE AREA NETWORK AND
DISASTER RECOVERY PROJECT
*RFP #21-76***

Proposal Due Date: June 3, 2021 at 12:00 noon

MAY 2021

Ruthanne Fuller, Mayor

CITY OF NEWTON

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STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT

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**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSAL #21-76

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT

Proposals will be received until **12:00 noon., Thursday, June 3, 2021*** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, all Technical Proposals received within the time specified will be privately opened and the City shall post a notice of all proposers submitting proposals.

*** To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Proposals not received in Room 108 by mail or courier may be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 2. A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.**

Contract Documents will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., May 20, 2021.** Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids . Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. # 21-76) they have downloaded.

It is the City's intention to replace its storage area network, disaster recovery system and backup system. We leave the disaster recovery solution proposal to be determined by the vendor to propose a cloud-based solution in a CJIS-compliant environment or a physical system connected via city fiber, at one of our other 60 municipal locations.

It is anticipated that the replacement will take one (1) year. A warranty on parts, labor and licensing shall remain in effect for five (5) years from the date of the commencement of the contract..

The descriptions of the hardware, software and licensing solicited in this RFP is described in the Scope of Services below. This Scope of Services shall define the winning proposer's obligations to the City under its contract.

As this is an RFP under M.G.L. c. 30B, proposers shall submit (i) a Technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a Price Proposal. There is no specific form for the Technical Proposal, although it should be responsive to all information requested in the RFP. The Price Proposals shall be submitted on the Price Proposal # 21-76 form included in this RFP.

All proposals shall be submitted (i) for the Technical Proposal, one ORIGINAL and six (6) COPIES and (ii) for the Price Proposal, ONE COPY. In addition, a digital copy of the technical proposal is required. Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby available from the City's Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you are requested to email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. # 21-76) has been downloaded.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer
May 20, 2021

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
Instructions to Proposers**

**REQUEST FOR PROPOSAL (RFP) # 21-76
STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT**

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for a STORAGE AREA NETWORK REPLACEMENT PROJECT for the City of Newton (City), comparative judgments of technical factors, under M.G.L. c. 30B, §6 in addition to price, will be necessary.

While low price is an important factor in selecting the most advantageous service provider, it is also important that the City be able to consider (1) the proposer's experience in providing Storage Area Network and Disaster Recovery solutions to government agencies and municipalities similar to Newton, (2) the proposer's qualifications and staffing, (3) the proposer's ability to deliver the hardware, support and services needed. The City's ability to weigh these factors is best achieved by procuring a Storage Area Network and Disaster Recovery system and services through a Request For Proposals (RFP).

II. INSTRUCTIONS TO PROPOSERS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue Room 108, Newton, MA 02459, no later than **12:00 noon, June 3, 2021**.
- B. **A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, and six (6) paper copies and (ii) one (1) paper copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes.**

In addition, a digital copy of the Technical Proposal is required.

The seven (7) copies of the TECHNICAL PROPOSAL and the one (1) PRICE PROPOSAL must be submitted in **SEPARATE SEALED ENVELOPES**.

Envelopes shall be marked:

“TECHNICAL PROPOSAL - RFP # 21-76 “STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT”

AND

“PRICE PROPOSAL - RFP # 21-76 “STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT”

along with your firm's name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

The Technical and Price Proposals shall be provided in the format specified in this RFP.

Where information is requested, proposals must provide it in the same order as requested in this RFP and identify the page number of the RFP that relates to the information response.

Faxed or emailed proposals will not be accepted.

- C. **QUESTIONS/ADDENDA:** Inquiries involving procedural or technical matters should be directed in writing, **no later than 12:00 noon, May 27, 2021:**

purchasing@newtonma.gov or facsimile (617) 796-1227

Purchasing Department
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton, Purchasing Department by emailing or faxing your company’s: name, address, phone, fax, and email address and include the RFP Number (#21-76) and project title. It is the Contractor’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City’s website: www.newtonma.gov/bids.

D. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

E. TIMELINE:

RFP Released	: Thursday, May 20, 2021 at 10:00 a.m.
Questions submitted	: Thursday, May 27, 2021 by 12:00 noon
Addenda w/Answers	: Tuesday, June 1, 2021 before 5:00 p.m.
Proposal Submittal	: Thursday, June 3, 2021 at 12:00 noon

F. PROPOSAL FORMAT: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the **Minimum Criteria, below**. **Proposals that do not demonstrate compliance with the Minimum Criteria may be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the eight (8) Comparative Criteria below.**

The City of Newton reserves the right to waive any informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration the Technical and Price Proposals. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

IV. PROPRIETARY SPECIFICATIONS

The City may have used a proprietary specification to describe the supply for which it is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.

The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

V. RULE FOR AWARD

The most advantageous proposer will be selected based on (1) Minimum Criteria, (2) Comparative Criteria as applied to the information provided by a proposer in its Technical Proposals and (3) price.

The purpose of this RFP is to seek proposals to

- Migrate our existing EMC Dell Storage Area Network to a modern system with increased processing, capacity, and speed.
- Migrate our Backup solution.
- Migrate our Disaster Recovery solution.
- Determine whether our backups and disaster recovery will be equipment on site or cloud-based.
- To train staff and administrators in the use of the new system.
- To support and assist in migration of the new system.
- Proposal will include manufacturer's coverage for the five years with a 24x7 warranty on hardware and software to keep our licenses up to date and revisions current.

VI. MINIMUM CRITERIA

Any proposer submitting a proposal for the STORAGE AREA NETWORK REPLACEMENT PROJECT must satisfy all the **Minimum Criteria** set forth below.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

The Minimum Criteria are as follows:

1. Completed Technical Proposal 21-76 together with all information requested therein.
2. Completed Bidder's Qualifications And References Form
3. Completed Certificate of Tax Compliance
4. Completed Certificate of Non-Collusion
5. Completed Certificate of Foreign Corporation (if applicable)
6. Completed Debarment Letter
7. Completed IRS Form W-9
8. Proposer shall have a minimum of five (5) years' experience supporting Dell/EMC Storage Area Networks.
9. The names of at least five (5) municipalities for which the proposer has installed Dell/EMC Storage Area Networks.
10. The name of at least one municipality for which the proposer has installed a system migrating new Dell/EMC Storage Area Networks with older Dell/EMC Storage Area Networks equipment.
11. Proposer has provided references from at least five (5) Massachusetts cities, towns, or agencies.

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

VII. COMPARATIVE EVALUATION CRITERIA

The evaluation of each Technical Proposal for the STORAGE AREA NETWORK REPLACEMENT PROJECT will be based upon the “Comparative Evaluation Criteria” described in this section. The following rankings will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

- “Highly Advantageous”
- “Advantageous”
- “Not Advantageous”
- “Unacceptable”

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

COMPARATIVE EVALUATION CRITERIA

Proposals from contractors who meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

1. EXPERIENCE WITH MUNICIPALITIES IN THE COMMONWEALTH OF MASSACHUSETTS:

HA	Vendor has greater than five (5) years’ experience in the installation, training, and support of Dell/EMC Storage Area Networks in the Commonwealth of Massachusetts.
A	Vendor has between three (3) and five (5) years’ experience in the installation, training, and support of Dell/EMC Storage Area Networks in the Commonwealth of Massachusetts.
NA	Vendor has three (3) or fewer years’ experience in the installation, training, and support of Dell/EMC Storage Area Networks in the Commonwealth of Massachusetts.
U	Vendor has no previous experience in the installation, training, and support of Dell/EMC Storage Area Networks in the Commonwealth of Massachusetts.

2. EXPERIENCE IN CLOUD AS WELL AS PHYSICAL DISASTER RECOVERY SOLUTIONS:

HA	Vendor has greater than five (5) years’ experience in the installation, training, and support of Dell/EMC -Based Disaster Recovery Solutions
A	Vendor has between three (3) and five (5) years’ experience in the installation, training, and support of Dell/EMC -Based Disaster Recovery Solutions
NA	Vendor has three (3) or fewer years’ experience in the installation, training, and support of Dell/EMC -Based Disaster Recovery Solutions
U	Vendor has no previous experience in the installation, training, and support of Dell/EMC -Based Disaster Recovery Solutions

3. DETAILS OF SUCCESSFUL EXPERIENCE IN CLOUD-BASED DISASTER RECOVERY SOLUTIONS:

HA	Vendor can supply in detail greater than five municipal implementations of cloud-based Dell/EMC -Based Disaster Recovery Solutions
A	Vendor can supply in detail three or four municipal implementations of cloud-based Dell/EMC -Based Disaster Recovery Solutions
NA	Vendor can supply in detail one or two municipal implementations of cloud-based Dell/EMC -Based Disaster Recovery Solutions
U	Vendor has no previous experience in municipal implementations of cloud-based Dell/EMC -Based Disaster Recovery Solutions.

4. DETAILS OF SUCCESSFUL EXPERIENCE IN PHYSICAL DISASTER RECOVERY SOLUTIONS:

HA	Vendor can supply in detail greater than five municipal implementations of physical Dell/EMC -Based Disaster Recovery Solutions
A	Vendor can supply in detail three or four municipal implementations of physical Dell/EMC -Based Disaster Recovery Solutions
NA	Vendor can supply in detail one or two municipal implementations of physical Dell/EMC -Based Disaster Recovery Solutions
U	Vendor has no previous experience in municipal implementations of physical Dell/EMC -Based Disaster Recovery Solutions.

5. SUPPORT DURING INSTALLATION PHASES:

HA	Vendor guarantees at least 24 x 7 live phone support (or call back by a tech within 30 minutes)
A	Vendor guarantees less than 24 x 7 but at least 13 x 7 live phone support (or call back by a tech within 30 minutes)
NA	Vendor guarantees at least 24x7 or 13 x7 live phone support (using an auto-attendant) or less than 13 x 7 live phone support (or call back by a tech within 30 minutes)
U	Vendor does not guarantee live phone support

6. BACKUP SYSTEMS:

HA	Vendor is familiar with and has installed greater than five commonly implemented and fully compatible DELL/EMC Backup solutions.
A	Vendor is familiar with and has installed three or four commonly implemented and fully compatible DELL/EMC Backup solutions.
NA	Vendor is familiar with and has installed one or two commonly implemented and fully compatible DELL/EMC Backup solutions.
U	Vendor has not installed any commonly implemented and fully compatible DELL/EMC Backup solutions.

7. FAMILIARITY WITH STANDARD NETWORKING PROTOCOLS AND PRACTICES; Vendor will be able to support a system that delivers data across the entire 18.5 square miles of Newton to our many remote locations over numerous subnets, switches and routers:

HA	Vendor can demonstrate knowledge and understanding of a sophisticated network, extreme familiarity with TCP/IP, Layer 2 and routing by detailing more than three challenging implementations of a DELL/EMS SAN solution
A	Vendor can demonstrate knowledge and understanding of a sophisticated network, extreme familiarity with TCP/IP, Layer 2 and routing by detailing two implementations of a DELL/EMS SAN solution
NA	Vendor can demonstrate knowledge and understanding of a sophisticated network, extreme familiarity with TCP/IP, Layer 2 and routing by detailing a challenging implementation of a DELL/EMS SAN solution
U	Vendor cannot demonstrate familiarity with TCP/IP, Layer 2 and routing by detailing a challenging implementation of a DELL/EMS SAN solution

8. ADMINISTRATION TRAINING:

HA	All training will be done at the convenience of the City in a means conducive to an efficient transfer of information.
A	Training will only be done via WebEx, Zoom, or Teams.
NA	Training is not included as part of the implementation.
U	Training is not available.

END OF SECTION

Dell/EMC Storage Area Networks PROJECT

SCOPE OF SERVICES

Overview

Proposal submission must, at minimum, be able to provide all services/deliverables and meet all timelines stated below:

Overview of the Project: Replace Dell/EMC Storage Area Network, Backup and Disaster Recover Solution

The City first implemented our existing municipal storage area network in 2013. Additional equipment was procured over the years to accommodate expansion.

We selected an EMC system for many reasons and are adamant that our replacement system will be built by the same manufacturer because of the system’s reliability, ease of administration and the quality of the support.

Attachment B. details our existing equipment.

The primary site is currently mirrored for disaster recovery at a secondary city location connected by dedicated city-owned fiber. Regarding disaster recovery, we have chosen the RFP format for this solution because we are unsure whether we want to duplicate our primary hardware onsite or use government cloud versions of Microsoft Azure or Amazon Web Services. We look forward to proposals with solutions for each option cloud-based or onsite.

Our backup system currently goes back one year and is frequently used to restore older revisions of working documents. We require the replacement backup system to support a minimum of one year’s worth of backups. We leave it up to the proposer to suggest an acceptable software solution to manage the backup system.

Attachment C details a recent analysis of our anticipated future needs.

Below is the list of equipment we are looking to purchase and implement based on the analysis presented in **Attachment C**.

Product Name	Product Qty	Category	Description	Qty
VxRail P570d / V570d H/F	4			
		VxRail P570d / V570d H/F	VxRail P570F, All Flash	1
		Operating System	VxRail Software 4.7.520 Factory Install	1
		VxRail configuration	No Transformational License Agreement	1
		Chassis Configuration	Chassis with Up to 24 x 2.5" Hard Drives for 1CPU Configuration	1
		Bezel	VxRail P/V/S 570 Bezel	1
		Processor	Intel® Xeon® Gold 6238R 2.2G, 28C/56T, 10.4GT/s, 38.5 M Cache, Turbo, HT (165W) DDR4-2933	1
		Additional Processor	No Additional Processor	1
		Memory DIMM Type and Speed	3200MT/s RDIMMs	1
		Memory Capacity	64GB RDIMM, 3200MT/s, Dual Rank	6
		Hard Drives	800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	2
		Hard Drives	3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,	8

Network Daughter Card	Mellanox ConnectX-4 Lx Dual Port 25GbE DA/SFP rNDC	1
Additional Network Cards	Mellanox ConnectX-4 Lx Dual Port 25GbE DA/SFP Network Adapter	1
Trusted Platform Module	Trusted Platform Module 2.0	1
Rack Rails	ReadyRails™ Sliding Rails Without Cable Management Arm	1
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 1600W, 250 Volt Power Cord Required for Use	1
Power Cords	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	2
VMware vSAN Software Licenses	VxRail VMware, vSAN Advanced, 5 Years	1
VxRail HyperConverged OS Tier	VxRail HCI System Software, All-Flash, A	1
VxRail HCI System Software Capacity Drive	VxRail HCI System Software, Capacity Drive 3.84TB SATA, SSD	8
VMware vSphere Software Licenses	VxRail VMware vSphere Enterprise Plus for 1 processor, 5 Years	1
Hardware Support Services	RESTRICTED:ProSupport One Data Center and Parts Only Warranty 12 Months, 12 Month(s)	1
Support Services	RESTRICTED:ProSupport One Data Center and 4Hr Mission Critical Volume Medium VSAN Flash Advanced, 60 Month(s)	1
Software Support - VMware (Fixed)	5 Years, Pro Support w/ Mission Critical, Software Support	1
Software Services - VMware vSphere	5 Years, ProSupport Mission Critical, vSphere Enterprise Plus, 1 Processor	1
Regulatory	PowerEdge R740 CE and BIS Marking, No CCC Marking	1
RecoverPoint	HCIA RecoverPoint for VMWare for 1 node VT	1
SHIPPING	VxRail P/V/S 570 Shipping	1
Shipping Material	PowerEdge R740 Shipping Material	1
PCIe Riser	Riser Config 1, 4 x8 slots	1
Motherboard	PowerEdge R740/R740XD Motherboard	1
Processor Thermal Configuration	1 Standard Heatsink for greater than 125W CPU (no MB or GPU)	1
Memory Configuration Type	Performance Optimized	1
RAID Configuration	No RAID for P/V/570	1
RAID Controller	PERC HBA330 RAID Controller, 12Gb Minicard	1
Boot Optimized Storage Cards	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	1
Embedded Systems Management	iDRAC9,Enterprise	1
Group Manager	iDRAC Group Manager, Disabled	1
Password	iDRAC,Legacy Password,OEM	1
Systems Management Upgrades	DHCP with Zero Touch Configuration	1
Cache Cade SSD	IDSDM and Combo Card Reader	1
Internal SD Module	2x 64GB microSDHC/SDXC Card	1

	Fans	4 Standard Fans for R740/740XD	1
	Quick Sync	No Quick Sync	1
	Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	1
	Advanced System Configurations	No Energy Star	1
	System Documentation	No Systems Documentation, No OpenManage DVD Kit	1
	Luggage Tags	VxRail P570F Luggage Tag	1
	Shipping Information	US No Canada Ship Charge	1
	Installation Kit	VxRail Small Form Factor Pluggable Cable Kit	1
	Differential Discounting - Deployment Services	Certified Deployment Partner T1 or Distributors	1
PowerSwitch S5224-ON	2		
	Dell EMC Networking S5224F-ON	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU, OS10	1
	System Documentation	S52XX User Manual	1
	Operating System	OS10 Enterprise, S5224F-ON	1
	Ethernet Optics	Dell Networking, Transceiver, SFP, 1000BASE-T	4
	25/40/100G Cables with Embedded Optics	Dell Networking Cable, 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach, 1 Meter	1
	SFP+ 10GbE and SFP28 25GbE Direct Attach Cables	Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter	8
	Power Cords	Power Cord, 250V, 12A, 2 Meters, C13/C14, Qty 2	1
	Canada Ship Options	US No Canada Ship Charge	1
	Hardware Support Services	5 Years ProSupport and Mission Critical 4Hr Onsite Service	1
	Deployment Services	Certified Deployment Partner T1 or Distributors	1

Product Name	Description	Qty
PowerProtect 3300		
	PowerProtect 3300 2U 14G Bezel	1
	PowerProtect 3300 Appliance	1
	PSNT Info	1
	DD3300 Branding	1
	PowerProtect DD3300 32TB	1
	ProSupport w/ Mission Critical, Software Support, 5 Years	1
	DD3300 Shipping	1
	DD3300 Software Factory Installed	1
	PowerEdge R740 Shipping Material	1
	iDRAC9, Enterprise	1
	PowerEdge R740 CE, CCC, BIS Marking	1
	PowerProtect DD3300 Embedded Hypervisor	1
	PowerProtect DD3300 Embedded HPVSR MAINT 5YR	1
	Dell Hardware Limited Warranty 1 Year	1

ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	1
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	1
ProSupport 7x24 HW Tech Support and Assistance, 5 Years	1
Dell Limited Hardware Warranty Extended Year(s)	1
ProDeploy Plus Training Credits 500 Redeem at education.dell EMC.com Expires 1Yr from Order Date	1
ProDeploy Plus Dell EMC Data Domain Appliance	1
ProDeploy Plus Dell EMC Data Domain Appliance Deployment Verification	1
PowerProtect DD3300 Capacity License 1TB=CC	32
Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm	1
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	2
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	2

We are not interested in substitutions of equipment or solutions by alternate manufacturers or partial third-party substitute equipment that would endanger our manufacturer's warranties. We will consider proposals with third party substitutions to cloud-based disaster recovery only. We will accept multiple proposals from vendors with physical disaster recovery solutions as well as cloud-based disaster recovery solutions.

All support and licensing will be done through Dell/EMC. We will not accept substitutes.

Any cloud solution must be through a CJIS-compliant cloud provider intimately familiar with the requirements of government and municipal data storage.

The point of contact for this project will be the City's Information Technology Department.

Work performed after normal business hours will not justify additions to the cost of the project. It is expected that some parts of this project will need to be done before 8am and/or after 5:30 pm.

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
TECHNICAL PROPOSAL # 21-76**

To be submitted in an envelope marked as follows:

Technical Proposal – STORAGE AREA NETWORK AND DISASTER DISCOVERY PROJECT RFP # 21-76

Respondent's Name _____
Name of Individual or Company submitting Proposal

Technical Proposals shall be submitted in the following format.

Section 1: Executive Summary

Provide a management overview of the proposed system. This is intended to be high level in nature and address such general items of interest as scope of services, experience with the hardware and software proposed, a plan for keeping the existing systems up and running, practices to avoid down time, training for administration and end users, as well as other items that will allow the evaluation personnel to fully understand the proposal.

Section 2: System Description

Provide as much detail as possible to describe the important features of the proposal in terms of meeting the overall and specific requirements. It should contain the following at a minimum:

- Hardware, software, and licensing for primary site and backup solution.
- Proposal for at least one option for disaster recovery including costs for the next five years.
- Implementation plan and relative timeline on migrating our existing system into the new system.

Section 3: Management and Implementation Plan

Detail the management plan for providing the services, system components and procedures for meeting the requirements of the RFP including all major milestones into a realistic detailed work breakdown structure for all major phases of the project.

Section 4: Exceptions, Alternatives, and Options

The City expects the vendor to adhere to our requirements for hardware, software, and licensing.

Any false or misleading information will be subject to immediate disqualification of the respondent's proposal.

Additional Documentation

The following documents must be submitted with the Technical Proposal:

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Item Price Sheets, 2 pages
- Debarment Letter, 1 page
- IRS Form W-9, 1 page

CITY OF NEWTON
DEPARTMENT OF PURCHASING
PRICE PROPOSAL # 21-76

A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The contract price(s) shall be the Total Annual Cost Of Services described in the RFP and itemised below, which shall remain in effect for the first year of the contract and for any and all extension terms.

Pricing

1.Primary System, Hardware, Software, All Licensing for five years	
2.Backup System, Hardware, Software, All Licensing for five years	
3.Disaster Recovery System, Hardware, Software, Connectivity, All Licensing for five years	
4.Migration of existing systems to Primary	
5.Administrative Training and Support	
GRAND TOTAL (sum of lines 1 through 5)	

TOTAL COST OF SERVICES (Grand Total) \$ _____

(Written Word)

IMPORTANT: Award will be made to the most advantageous proposer taking into consideration the price and non-price proposals

COMPANY NAME _____

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____Days
Prompt Payment Discount _____% _____Days
Prompt Payment Discount _____% _____Days

E. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)
_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

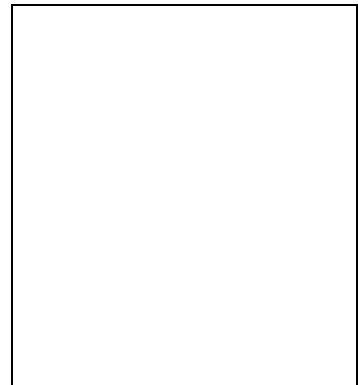
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

PURCHASING DEPARTMENT
NICHOLAS READ *CHIEF PROCUREMENT OFFICER*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request for Proposal # 21-76

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

III. Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number
	or
	Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT A
CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

City - Contractor Agreement C -

STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty-one by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF WORK. The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT

II. CONTRACT DOCUMENTS. The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals (RFP) #21-76 issued by the Purchasing Department;
- c. The Project Manual for **STORAGE AREA NETWORK AND DISASTER RECOVERY PROJECT** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

III. PRIORITY OF DOCUMENTS. In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

IV. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The City’s Storage Solution, Disaster Recover Solution and Backup Solution shall be implemented with expedience. It is anticipated that implementation of the solutions will take one (1) year. A warranty on parts, labor and licensing shall remain in effect for five (5) years from the date of the commencement of the Contract..
- VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

XII. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

XIII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIV. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Print Name _____
Title _____
Date _____

By _____
Chief Procurement Officer
Date _____

Affix Corporate Seal Here

By _____
Information Technology Director
Date _____

City funds are available in the following accounts:
01C11108-585110

Approved as to Legal Form and Character

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders

By _____
Associate City Solicitor

By _____
Comptroller of Accounts

Date _____

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTACHMENT – B

Vnxe main chassis, drive shelf	Serial Number
VNXe3150 2xSP DPE 8GB 12x3.5in DS 6 x 600 GB SAS	APM0013492325
VNXe DAE 12x3.5in	4
600GB 15K SAS 6Gb/s 3.5in HDD VNX	42
1.0TB 7.2K SAS 6Gb/s 3.5in HDD VNX	18
Disaster Recovery	
VNXe3150 2xSP DPE 8GB 12x3.5in DS 6x600GB SAS	APM0012350414
VNXe DAE 12x3.5in	4
600GB 15K SAS 6Gb/s 3.5in HDD VNX	42
1.0TB 7.2K SAS 6Gb/s 3.5in HDD VNX	18

D to D backup, 1 year of data	Serial Number
DD670 28TB system, Base unit with 12TB -	1F40935507

Host systems-6 per 3150, mirrored drives	Serial Number
UCS C220 M3 High Dense Rack Svr LFF HDD -	FCH1728V1KT
UCS C220 M3 SFF, Rack Server -	FCH1705V2DA
UCS C220 M3 High Dense Rack Svr	FCH1722V20J
UCS C220 M3 High Dense Rack Svr LFF	FCH1843V1MD
UCS C220 M3 High Dense Rack Svr LFF HDD	FCH1728V1KG
UCS C220 M3 High Dense Rack Svr LFF	FCH1812V3AR
UCS C220 M3 High Dense Rack Svr LFF HDD	FCH1728V1GD
UCS C220 M3 High Dense Rack Svr LFF	FCH1728V1K3
UCS C220 M4 SFF, CPU	
UCS C220 M4 SFF, CPU,	
HP DL 360 G10	
HP DL 360 G10	

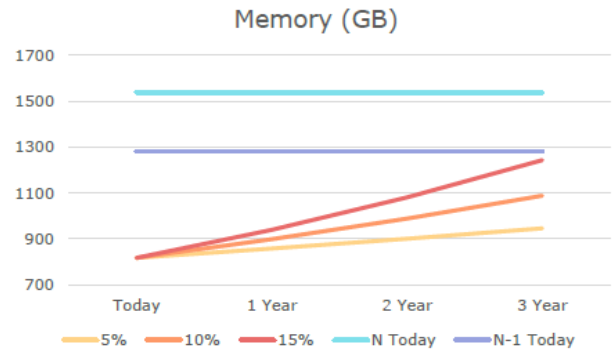
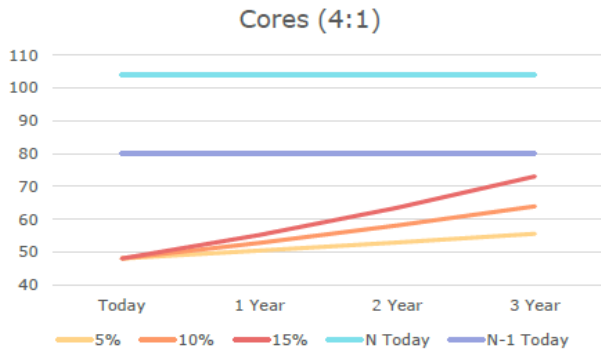
56 Virtual Servers: Vmware 12 TB data
CIFS Data share roughly 10Tb of data

Key End of Life and EOL

Resource	Maintenance	End of Sale	End of Support
VNXe 3150 (SN# 2325)		12/31/2015	12/31/2020
VNXe 3150 (SN# 0414)		12/31/2015	12/31/2020
Data Domain 670		3/30/2014	3/30/2019
Cisco UCS C220 M3 (8x)		12/31/2016	12/31/2021
Cisco UCS C220 M4 (2x)		2/14/2019	2/29/2024
HP DL360 G10 (2x)		N/A	N/A

ATTACHMENT – C

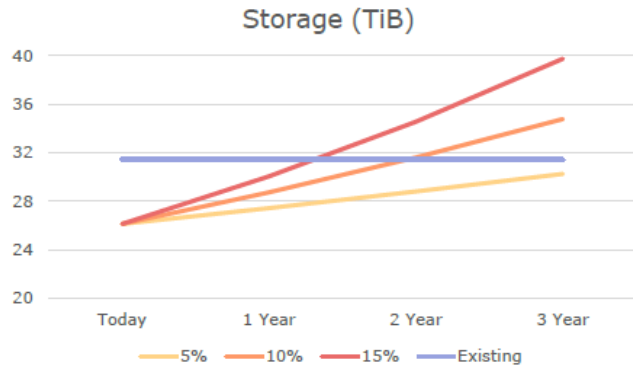
Growth Estimates



	Today	1 YR	2 YR	3 YR
5%	48	50	53	56
10%	48	53	58	64
15%	48	55	63	73
N	104	104	104	104
N - 1	80	80	80	80

	Today	1 YR	2 YR	3 YR
5%	817	858	901	946
10%	817	899	989	1087
15%	817	940	1080	1243
N	1536	1536	1536	1536
N - 1	1280	1280	1280	1280

Storage Estimates



	Today	1 YR	2 YR	3 YR
5%	26.1	27.4	28.8	30.3
10%	26.1	28.8	31.6	34.8
15%	26.1	30.1	34.6	39.8
Existing	31.4	31.4	31.4	31.4