

REQUEST FOR PROPOSAL
WATERLOO ENTERPRISE NETWORK EQUIPMENT AND SERVICES
City of Waterloo, IA

June 2026

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SECTION 1 INTRODUCTION

1.1 Purpose

The City of Waterloo Department of Information Technology (**Owner**), is seeking proposals from qualified value-added resellers (**VARs**) to provide hardware, software, installation, and virtual workload migration services to implement a new enterprise network and compute/storage infrastructure connecting 260 sites and 2 geo-diverse data centers. The **Owner** is in process of considering a new property for relocation of City Hall including the data center facilities and virtualized workloads currently located there. The **Owner** is seeking a turnkey solution including all required hardware, software, installation materials, and professional services to implement the network described in this RFP by November 15, 2026. **Proposed Solutions** that cannot commit to meet this deployment schedule may be disqualified.

The **Owner** wishes to contract with a **Seller** able to provide the turn-key go-live ready system specified in this **RFP**. The **Owner** currently operates systems from Dell, Hewlett Packard/Aruba, Fortinet, VMWare, and TrendNET within their enterprise network and prefers a solution that builds on that installed base and staff experience. Therefore, **Proposed Solutions** that build on the **Owner's** existing expertise with these manufacturers are preferred.

Scope of work service requirements are more particularly identified in Section 4 of this RFP. Specifications and compatibility requirements are more particularly identified in Section 5 of this RFP.

The City of Waterloo IA (City) has contracted the services of ENTRUST Solutions to manage the selection, procurement, and integration of their new network. All references to “Owner”, “Waterloo Enterprise IT”, and “IT personnel” include both City and ENTRUST staff by extension. **The Seller is solely responsible for ensuring all equipment, software, and services required to fully commission the network as described by this RFP and its supporting documents are included in their Proposed Solution.**

1.2 Definitions

The City of Waterloo IA has made every effort to use industry standard terminology throughout this **RFP** and to provide clear definitions unique to the context. If the prospective **Seller** has questions on terminology or context, it is the responsibility of the **Seller** to request clarification in writing. Likewise, the **Seller** should define terms that may be unclear in their proposal. The following definitions and clarifications are provided:

Term	Definition
Owner	The City of Waterloo enterprise IT department is responsible for operating the network being procured by this RFP.
RFP (Request for Proposal)	Consists of this requirements document with all its exhibits and attachments.
Proposed Solution	Defined as all materials, software, licensing, and labor necessary to implement the turn-key system described and required by this RFP .
Shall	Designates a requirement of the Proposed Solution .
VAR (Value Added Reseller)	An IT vendor providing a turnkey solution for the Owner including multi-vendor hardware and software along with significant pre-sale and post-sale services.
Seller	A VAR submitting a Proposed Solution purported to satisfy the requirements of the RFP .
Contract	The contract(s) entered into with the successful Seller(s) as described in Section 7.1.
Qualified Seller	A Seller that has the capability in all material respects to perform the scope of work and specifications of the Contract . In determining whether a Seller is a Qualified Seller , the Owner may consider various factors including, but not limited to, the Seller's bid price, competence and qualifications to provide the goods or services requested, integrity and reliability, the past performance of the Seller and the best interest of the Owner .
Qualified Proposal	A Proposal that complies with the material provisions of this RFP .
ISP (Inside Plant infrastructure)	All racks, cable management, power, cooling, electronics, and installation components located inside an environmentally controlled structure.
OSP (Outside Plant Infrastructure)	Fiber optic cable, vaults, cabinets, pedestals, splice enclosures, and installation components located underground and/or aerially on poles.
Project Completion	Defined as the time when the Seller has:

	<ul style="list-style-type: none"> • delivered, installed, configured, and successfully tested the proposed network, and • provided all required documentation and training, and • received final acceptance from the Owner
General Terms and Conditions	The General Terms and Conditions for Services Contracts.

1.3 Overview of the RFP Process

This **RFP** is designed to provide **Sellers** with the information necessary to develop a **Proposed Solution**. The **RFP** process is for the **Owner's** benefit and is intended to provide the detailed and competitive information required to assist in the selection process. It is not intended to be a comprehensive engineering design. Each **Seller** is solely responsible for determining all factors affecting the design, configuration, and implementation of a comprehensive proposal that will accomplish the technical and business goals described by this **RFP**.

1.4 RFP Schedule

The **Owner** will make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. **Sellers** will be notified of significant schedule changes:

Action	Responsible Party	Target Date
Issuance of RFP	Owner	June 16, 2026
Non-mandatory Pre-Proposal Conference via Microsoft Teams video conference ,	Owner	June 23, 2026
Submission of Questions	Sellers	June 30, 2026
Submission of Proposals	Sellers	July 16, 2026
Evaluation of Proposals	Owner	August 3, 2026
Contract Award (anticipated)	Owner	August 17, 2026
Desired test sites turn-up	Seller/Owner	November 2, 2026

1.5 Proposal Submission

The **Seller** shall submit a digital copy of their completed and signed Proposal to Waterloo City Clerk's Office, 715 Mulberry Street, Waterloo, IA, no later than 1:00 p.m. CT on the designated due date. The **Owner** reserves the right to reject any and all proposals that are deemed out of compliance with the **RFP** requirements and to waive any irregularities within a particular proposal. Proposals received after the deadline for submission of proposals as stated herein shall not be considered and shall be returned to the late proposer unopened.

1.6 Project Acceptance

The **Seller** must demonstrate to the **Owner** full and complete compliance with all requirements in the **RFP** and successfully complete an Acceptance Test Plan (ATP) to validate the operational performance of the installed network to receive final acceptance for **Project Completion**. The **Owner** reserves the right to withhold final payment until the **Seller** meets all requirements in this **RFP** to the **Owner's** satisfaction.

The **Seller** shall provide as part of their proposal a list of acceptance tests in addition to those in Section 4 that they believe best demonstrate the operation and performance of the **Owner** network as described in this **RFP**. The specific acceptance tests and procedures to perform them will be developed jointly by the **Owner** and **Seller** during implementation of the network.

After completion of the network implementation, the **Owner** will review the scope of work in Section 4 to determine if the **Proposed Solution** as installed satisfies the RFP requirements. The **Owner** will document in writing any deficiencies discovered, and upon the **Seller's** completion or correction of these items, the **Owner** shall authorize final payment to the **Seller**.

1.7 Deployment Strategy and Schedule

To reduce storage space, preserve manufacturer warranties, and prevent premature maintenance expenses, the **Seller** shall align shipment of the **Proposed Solution** with the estimated installation schedule. **Project Completion** shall be defined as the **Proposed Solution** being fully deployed and operational across City Hall and Public Works data centers, designated city sites and utility/traffic cabinets being connected, virtual workloads migrated to the new compute/storage system, completion of acceptance testing, and delivery of training/documentation. The **Owner** will install, power, and cross-connect any remaining site and cabinet switches. The **Seller** shall provide in their Proposal an estimated timeline relative to the contract award date with projected milestones including equipment delivery, high level design, equipment installation, VM workload migration, acceptance testing, and **Project Completion**.

No equipment shall be shipped or invoiced without prior written approval from the **Owner**.

1.8 Project Contract Requirements

The **Owner** understands that the solution set for **Owner** can be provided in multiple configurations with differing costs and will therefore evaluate proposals using criteria included in this **RFP** to select a **Seller** and award a contract. This **RFP** with all stated requirements, **Seller** responses, and clarifications will become part of the final contract. Deviations to the above listed terms and conditions may be considered cause for immediate disqualification of the **Seller's** proposal from further consideration, at the **Owner's** discretion.

1.9 Bid Bond Requirements

The **Owner** does NOT require a Bid Bond for this project.

1.10 Performance Bond Requirements

The **Owner** does NOT require a Performance Bond for this project.

1.11 RFP Attachments and Exhibits

The **Proposed Solution** should be developed to incorporate the network architecture, service integrations, and traffic capacities described and required by this **RFP**. A list of Attachments and Exhibits accompanying this **RFP** to assist the **Seller** include:

- **Attachment A - Waterloo Enterprise Network Architecture-** provides a high-level conceptual diagram showing the network components, connectivity of components and sites, and the estimated link speeds of the **Owner** network.
- **Exhibit A - Point by Point Response** – provides for the **Seller's** description of, and point-by-point response to, the **RFP** requirements and specifications.
- **Exhibit B - Proposal Materials and Pricing** – provides the format and tab structure for submission of **Seller's** detailed bill of materials, services, and pricing for the **Proposed Solution**.
- **Exhibit C – VM Workload Migration Plan and MoP** – provides for the **Seller's** description of their proposed plan and method of procedure (MoP) to migrate the **Owner's** virtual workloads from the existing VMWare host to the new geo-diverse cluster.
- **Exhibit D – Site Connectivity** – provides detail on lateral and ring connections to inform **Seller's** port/ring counts, aggregation switch capacities, and transceiver types in the **Proposed Solution**.

Some sections of this **RFP** require a description of the **Proposed Solution** and a point-by-point response to the specifications. The **Seller** shall describe their **Proposed Solution** for each section of **Exhibit A - Point by Point Response** and identify its level of compliance with any requirements listed. Compliance shall be indicated with "Y" = Yes, "P" = Partial, or "N" = No for each item. The terms "Understood" and "Read and Understood" are unacceptable.

The point-by-point response provided by the **Seller** shall be for the system as proposed and shall reflect the costs included in **Exhibit B – Proposal Materials and Pricing**. The **Seller** shall only indicate Compliant to items qualified with "Support" if the **Proposed Solution** includes all the necessary components to satisfy the requirement. The **Seller** shall only indicate Compliant to Items qualified with "Option" if it is generally available from the manufacturer. Otherwise, they shall indicate "P" or "N" as the case may be to that requirement.

The proposed plan and MoP for VM workload migration described in **Exhibit C – VM Workload Migration Plan and MoP** shall provide enough detail to clearly communicate the required tasks and expected timeline for pre-migration planning, migration MoP, and post-migration validation/testing of all documented workloads to the new compute/storage solution.

Exhibit D – Site Connectivity is an Excel workbook that contains detailed information for each connected site to assist the **Seller** in calculating switch port capacity, throughput, link speeds, and transceiver types for their proposed solution. In addition, it provides fiber termination/cross-connect information for each site within the data centers. The tab "Legend" provides definition for the data contained in the relevant columns of tab Sites.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, **Sellers** may contact only the Issuing Officer, Chris Youngblut, Director of Technology. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. **Sellers** may be disqualified if they contact any City of Waterloo employee or official other than the Issuing Officer about the RFP.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a **Seller** and the City of Waterloo.

2.2 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at [the Waterloo municipal government bids website](#). The **Seller** is advised to check the website periodically for Addenda to this RFP. It is the **Seller's** sole responsibility to check daily for addenda to posted documents.

2.3 Procurement Timetable

The dates provided in the procurement timetable within this RFP are provided for informational and planning purposes. The City reserves the right to change the dates. If the City changes any of the deadlines for **Seller** submissions, the City will issue an addendum to the RFP.

2.4 Non-Mandatory Pre-Proposal Conference

The City will receive sealed proposals for the above-named project until 1:00 PM CT on July 16, 2026, at the Office of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, IA 50703. Any sealed proposal received after the specified time and date will not be considered. A Non-Mandatory Pre-Bid Conference will be held at 10:00 am CT on June 23, 2026, at Mollenhoff Conference Room, City Hall, 715 Mulberry Street, Waterloo, IA 50703 in person or join via **Microsoft Teams video conference**.

Inquiries For Information Should Be Directed to: Chris Youngblut via email only at: chris.youngblut@waterloo-ia.org. All questions must be submitted via e-mail before 5:00 pm CT on June 30, 2026. RFP documents may be examined at the City Clerk's Office. Electronic copies of RFP documents in PDF format are available for download on the [the Waterloo municipal government bids website](#).

It shall be the responsibility of the **Seller** to monitor the City's website and above noted e-procurement websites for published addenda. All fully executed addendum must be returned to the City with proposal submission. The City will not accept faxed or emailed addenda.

In Compliance with this **RFP** and to All the Conditions Imposed Therein and Hereby Incorporated by Reference, the Undersigned Offers, And Agrees to Furnish Services requested in the solicitation.

The pre-bid conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to **Sellers** who submit a letter of intent to propose and will be posted in the form of an addendum at: [the Waterloo municipal government bids website](#).

2.5 Questions, Requests for Clarification, and Suggested Changes

Sellers are invited to submit written questions and requests for clarifications regarding the **RFP**. **Sellers** may also submit suggestions for changes to the specifications of this **RFP**. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed within the **RFP**. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the **RFP**, **Seller** shall reference the page and section number(s). The City will send written responses to questions, requests for clarifications, or suggestions received from **Sellers** before the date listed within the **RFP**. The City's written responses will become an addendum to the **RFP** and be provided to all potential **Sellers**. If the City decides to adopt a suggestion that modifies the **RFP**, the **Owner** will issue an addendum to the **RFP**.

The **Owner** assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the **RFP** through an addendum.

2.6 Amendment to the RFP

The City reserves the right to amend the **RFP** at any time using an addendum. The **Seller** shall acknowledge receipt of all addenda in its Proposal.

2.7 Amendment and Withdrawal of Proposal

The **Seller** may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the **Seller** and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. **Sellers** must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Proposal Opening

The City will open Proposals at 1pm CT on the Proposal due date. The Proposals will remain confidential until the City has issued a Notice of Intent to Award a Contract. However, the names of Sellers who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Sellers who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.9 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the **Seller**.

2.10 No Commitment to Contract

The City reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the City to award a contract.

2.11 Rejection of Proposals

The City may reject outright and not evaluate a Proposal for reasons including, without limitation:

- 2.11.1** The **Seller** fails to deliver a complete Proposal.
- 2.11.2** The **Seller** acknowledges that a mandatory specification of the RFP cannot be met.
- 2.11.3** The **Seller's** Proposal changes a material specification of the **RFP** or the Proposal is not compliant with the mandatory specifications of the **RFP**.
- 2.11.4** The **Seller's** Proposal limits the rights of the **Owner**.
- 2.11.5** The **Seller** fails to include information necessary to substantiate that it will be able to meet a specification of the **RFP** as provided in Section 5 of this RFP.
- 2.11.6** The **Seller** fails to timely respond to the City's request for information, documents, or references.
- 2.11.7** The **Seller** presents the information requested by this RFP in a format inconsistent with the instructions of the **RFP** or otherwise fails to comply with the specifications of this RFP.
- 2.11.8** The **Seller** initiates unauthorized contact regarding the **RFP** with a City employee or official other than, Chris Youngblut, Issuing Officer.
- 2.11.9** The **Seller** provides misleading or inaccurate responses.
- 2.11.10** The **Seller's** Proposal is materially unbalanced.
- 2.11.11** There is insufficient evidence (including evidence submitted by the **Seller** and evidence obtained by the City from other sources) to satisfy the City that the **Seller** is a **Qualified Seller**.

2.12 Reference Checks

The City reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the **Seller's** qualifications and the qualifications of any subcontractor identified in the Proposal.

2.13 Information from Other Sources

The City reserves the right to obtain and consider information from other sources concerning a **Seller**, such as the **Seller's** capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the **Seller's** financial stability, past or pending litigation, and other publicly available information.

2.14 Verification of Proposal Contents

The content of a Proposal submitted by a **Seller** is subject to verification. If the City determines in its sole discretion that the content is in any way misleading or inaccurate, the City may reject the Proposal.

2.15 Proposal Clarification Process

The City reserves the right to contact a **Seller** after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the **Seller** has provided goods and/or services to the City of Waterloo or any other political subdivision wherever located, or requests for corrective pages in the **Seller's** Proposal. The City will not consider information received from or through **Seller** if the information materially alters the content of the Proposal or the type of goods and/or services the **Seller** is offering to the City. An individual authorized to legally bind the **Seller** shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.16 Disposition of Proposals

All Proposals become the property of the City and shall not be returned to the **Seller**. Once the City issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties.

2.17 Copyright Permission

By submitting a Proposal, the **Seller** agrees that the City may copy the Proposal for purposes of facilitating the evaluation of the Proposal or responding to requests for public records. By submitting a Proposal, the **Seller** consents to such copying and warrants that such copying will not violate the rights of any third party. The **Owner** shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.18 Release of Claims

By submitting a Proposal, the **Seller** agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided in the RFP or concerning the City's failure, negligent or otherwise, to provide the **Seller** with pertinent information in this RFP.

2.19 Evaluation of Proposals Submitted

Proposals that are submitted on time and not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The City will not necessarily award a Contract resulting from this RFP to the **Seller** offering the lowest cost. Instead, the City will award the Contract(s) to the **Qualified Seller(s)** whose **Qualified Proposal** the **Owner** believes will provide the best value to the City.

2.20 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Sellers submitting a timely Proposal and may be posted at the website listed within the RFP. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by City. The **Seller's** form of contract may be utilized and the City reserves the right to

negotiate the terms of the agreement. If the successful **Seller** fails to negotiate and deliver an executed Contract by that date, the City, in its sole discretion, may cancel the award and award the Contract to the remaining **Seller** the **Owner** believes will provide the best value to the City.

2.21 No Contract Rights until Execution

No **Seller** shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful **Seller** and the City.

2.22 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Sellers are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.23 No Minimum Guaranteed

The City does not guarantee any minimum level of purchases under the Contract.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.2 Submission of Proposals

The **Seller** shall submit an electronic copy of their proposal on a flash drive that includes:

- an executive summary of the **Proposed Solution**
- a diagram of the **Proposed Solution** showing the components, connectivity, and link speeds
- proposed rack elevations showing equipment power connections and breaker requirements
- a completed copy of **Exhibit A - Point by Point Response**
- a completed copy of **Exhibit B – Proposal Materials and Pricing**
- a completed copy of **Exhibit C – VM Workload Migration Plan and MoP**
- a completed copy of **Exhibit D – Site Connectivity**
- any other pertinent documentation such as data sheets, diagrams, and training catalogs
- references and contact information

The electronic copy shall be submitted in the most appropriate format of each item including MS Word, MS Excel, MS Visio, and/or Adobe Acrobat formats. All Exhibits required in the submission shall be completed and submitted in the format they were provided in the RFP. Sellers submitting incomplete or materially deficient proposals may be disqualified.

3.3 References and Contact Information

The **Owner** requires sufficient corporate, financial, and reference information to adequately assess the qualifications of the **Seller** to sell, install, and support the **Proposed Solution**. The reference information will be used by the **Owner** to differentiate between **Sellers** with similar **Proposed Solutions**, and shall be provided in a separate document including the following information:

Corporate Information

The **Seller** shall provide an overview of their corporate structure. The overview should address the following specific items:

- Name, address, and contact information of the Company and representative
- Company History and Formation
- Ownership (Public or Privately Held)
- Number of Employees
- Organizational chart of the management and implementation teams for the project
- A detailed history of all mergers or acquisitions (if applicable).
- **Seller's** financial condition and supporting documentation (ie. audited annual reports, etc.)

Implementation Experience

Seller shall provide a brief summary of their experience implementing and supporting municipal IT networks, compute/storage systems, and workload migrations including the following:

- Implementations of municipal networks with similar architectures
- List of certifications relative to the **Proposed Solution** held by the implementation team
- List of partner certifications relative to the **Proposed Solution** held by the **Seller**
- Proven experience in VMware infrastructure design and workload migration
- Familiarity with VMware SRM and vSAN technologies
- Experience migrating workloads in the context of VMWare replacement

Sellers with specialization in HPE/Aruba, VMWare, Fortinet, and Dell/EMC products are preferred. Copies of formal manufacturer-conferred certifications including the certification name, description, requirements, and date of award/renewal should be provided in the **Seller's** response.

The **Seller** shall submit a list of three (3) references who have deployed similar networks and compute/storage architectures within the last three (3) years. The reference information shall include the company name with dates of implementation along with the name, address, and phone number of the individual(s) that may be contacted at the company.

The **Seller** shall provide a summary of their **Proposed Solution** for this section and indicate its compliance with each of the requirements in **Exhibit A – Point by Point Response**.

3.4 Termination, Litigation, Debarment

- 3.4.1** The **Seller** must provide any information regarding contract termination, litigation, and debarment for the past five (5) years
- 3.4.2** Has the **Seller** had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.4.3** Describe any damages or penalties assessed against or dispute resolution settlements entered into by **Seller** under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.4.4** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the **Seller** to engage in any business, practice or activity.
- 3.4.5** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the **Seller** or its officers have been a party.
- 3.4.6** Any irregularities discovered in any of the accounts maintained by the **Seller** on behalf of others. Describe the circumstances and disposition of the irregularities.

3.4.7 Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the **Seller**. **Seller** shall provide written notification to the **Owner** of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful **Seller**, following execution of the Contract.

3.5 Payment Methods

3.5.1 **Seller** agrees to submit monthly invoices and accept payment in the form of check or ACH.

3.6 Acceptance of Terms and Conditions

By submitting a Proposal, **Seller** acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the **Seller** takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If **Seller's** exceptions or responses materially alter the RFP, or if the **Seller** submits its own terms and conditions or otherwise fails to follow the process described herein, the **Owner** may reject the Proposal, in its sole discretion.

3.7 Firm Proposal Terms

The **Seller** shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet 90 days following the deadline for submitting Proposals.

3.8 Proposal Shall Include Only Generally Available Equipment and Software

- a) All **Seller** supplied programs and software must be field operational before the date the proposal is submitted.
- b) Demonstrations must utilize the proposed equipment, programs or software precisely as proposed.
- c) Unless otherwise specified in the specifications, all items on which a **Seller** submits a proposal must be new, of the latest model or manufacture, and be at least equal in quality to that specified in the bidding documents.

3.9 Seller Required to Identify Patented Items, and Copyrighted Text, Information, Data, or Software Included in Its Proposal; Seller Required to Include with Its Proposal any Licenses that Owner Will be Expected to Execute.

Sellers shall identify any patented equipment, processes, materials, or hardware, or any copyrighted text, information, data, or software that it proposes to supply as part of the goods or services it is required to provide under the RFP. Every **Seller** shall likewise identify the licensing agent for the patented or copyrighted items, and shall provide with its proposal a copy of any licensing or user agreement that the **Owner** will be expected to execute for the use of patented equipment, processes, materials, or hardware, or copyrighted text, information, data, or software included in a proposal, as well as the anticipated cost to the **Owner**, if any, for use under a license or agreement. The **Seller** to whom the contract is awarded warrants that the intellectual property

rights of third parties (e.g. copyright, trademark, or patent) will not be violated by the **Seller's** or the **Owner's** use of any equipment, process or service provided in response to the RFP.

SECTION 4 SCOPE OF WORK

The **Seller** shall provide the services to the **Owner** in accordance with the requirements of this Scope of Work (SoW) and indicated in their response to Exhibit A-D. It is the **Seller's** responsibility to ensure full interoperability of all proposed hardware, software, and protocols required for the network described in this RFP. All planning and tasks required by this section shall begin upon award of a contract to the **Seller**. The **Proposed Solution** must include professional services to fully commission the network including, but not limited to:

4.1 Pre-installation Site Survey (Onsite)

- Evaluate readiness of data centers, LAN sites, and ring sites for equipment installation
- Evaluate rack elevations
- Evaluate power, distribution, and receptacle types
- Evaluate fiber distribution panel locations and connector profiles
- Evaluate current compute/storage hardware, software, and virtual workloads
- Evaluate current backup system hardware, software, and operations
- Identify required fiber strands/ports
- Verify availability of direct Internet access (DIA) services
- Develop a list of installation materials and procurement plan
 - Fiber and copper jumper cables
 - Equipment power wiring, fusing, and grounding components
 - Equipment mounting hardware
 - Power whips and power distribution units (PDUs)
 - Determine sourcing for procurement
- All power whips provided by the **Seller** shall be rated for use in a data center environment and shall be halogen-free, low smoke cables. The **Seller** shall adhere to all NEC and TIA/EIA-942 grounding and bonding requirements for the proposed equipment installation.
- Provide pre-migration planning requirements to **Owner** for VMWare workload migrations.
- Assist **Owner** in creating BoM for procurement of installation materials.

4.2 High Level Configuration Design – (Remote)

- Conduct interactive logical network and compute/storage design sessions with **Owner**
- Define requirements for transport architecture
- Define requirements for L2/L3 services and QoS
- Define requirements for ERPS network major and sub-rings
- Define requirements for routing protocols
- Define IPv4/v6 subnets, numbering plans, and address assignments
- Define requirements for geo-diverse compute/storage architecture
- Define requirements for virtual machine configurations
- Develop a detailed virtual workload migration plan with timelines and milestones
- Define requirements for backup/restore of new compute/storage system and endpoint devices
- Define strategy for recovery of VMs, endpoint devices, and disaster events
- Define management network requirements and design

- Create network planning document (NPD) using inputs from interactive design sessions
- Validate and finalize NPD with **Owner**

4.3 Installation and Configuration of Network Equipment – (Onsite)

- Install power whips and PDUs
- Rack/Stack/Power equipment in data centers
- Rack/Stack/Power equipment in designated city department and ring sites
- Install fiber jumpers and cabling as required by the NPD
- Coordinate with internet providers to turn-up and test DIA services
- Develop low level configurations and documentation
- Install latest stable release software
- Create and load individual device configurations
- Validate and test low-level design and device configurations

4.4 Installation and Configuration of Compute/Storage Equipment (Onsite)

- Install and configure compute/storage system across data center sites
- Create and configure resources required for virtual workload migrations
- Migrate virtual workloads with minimal downtime
- Ensure data integrity and consistency during the transition
- Implement failover and failback tests to ensure disaster recovery readiness
- Install and configure backup/restore system to support site recovery

4.5 Installation and Configuration of Management Network – (Onsite)

- Create virtual machines for management software
- Install and configure alarm monitoring software
- Install and configure performance monitoring software
- Install and configure logging software
- Provide DHCP, DNS, and IP address (DDI) configuration requirements to **Owner** staff.
- Install and configure out-of-band management hardware and software
- Coordinate and assist with installation and configuration of **Owner**-supplied firewalls

4.6 Acceptance Testing Plan (ATP) – (Onsite)

- Specific acceptance tests to be developed cooperatively by **Owner** and **Seller**
- Simulate component and link failures to ensure proper operation of hardware and software redundancy mechanisms
- Verify operations of all L2/L3/services failover and high availability functionality
- Configure and test DIA service failover and verify route updates
- Perform end-to-end testing to validate network performance
- Verify performance of compute/storage system and virtual machines
 - Test hardware fault tolerance
 - Test VM operation and fault tolerance

- Test application performance
- Test VM replication, snapshot, and backup operations
- Provide ATP performance report including each test, execution methodology, corrective actions, and results.

4.7 Training – (Onsite and/or Remote)

- **Seller** shall provide “Day 2” operational training on:
 - hardware configuration
 - L2/L3 services and IP routing
 - compute/storage hypervisor functionality
 - backup/restore system operation
 - network and application performance monitoring
 - high-level troubleshooting techniques
 - management network
 - firewall management
 - ring management and troubleshooting
 - IPAM operation, alarm monitoring, and logging

4.8 Documentation – (Deliverables)

- Cable, panel, and equipment labeling
- Detailed documentation of network (format to be determined)
 - Rack elevations
 - Power, fiber, copper cross-connects
 - Detailed L2 and L3 network diagrams
 - Shelf level diagrams
 - IP address and subnet assignments
 - Subscriber IP address pools for DHCP
- Electronic backups of all element configurations on portable media
- Detailed documentation of the new compute/storage environment

The **Seller** shall deliver and maintain a detailed project plan with timelines to deploy the new infrastructure within 7 days of the project kick-off meeting. The **Seller** shall deliver a detailed VM migration plan with timelines within 7 days of the pre-installation site survey.

For purposes of this proposal, tasks marked “Onsite” should include travel in the professional services pricing. Owner reserves the right to coordinate with the Seller to modify the services and their delivery to reduce their overall cost.

SECTION 5 SPECIFICATIONS

5.1 Overview

The City of Waterloo desires to procure equipment and services to deploy a new IT infrastructure connecting 260 city, utility, and traffic sites to 2 geo-diverse data centers and to migrate production applications from a single VMWare system to redundant compute/storage clusters. The **Proposed Solution** must include all the hardware, software, and services necessary for the **Seller** to provide the turn-key solution, implementation, documentation, and operational training described in this RFP. Should the **Owner** decide to relocate City Hall to the new facility, the **Proposed Solution** shall include components for temporary connectivity of the existing City Hall data center to the new core network until it is abandoned in mid-2027 for migration of IT services. The **Owner** desires a solution that builds on their working experience, spares, and maintenance practices with HP/Aruba, TRENDnet, Dell/EMC equipment, Fortinet, and VMWare. Proposals must identify any deviations and/or non-compliance with the specifications. If the **Seller** deviates from or cannot satisfy the specification(s) of this RFP, the **Owner** may reject the Proposal.

The **Seller** shall be solely responsible for ensuring the **Proposed Solution** contains all the necessary components to support the specifications of this RFP, is configured with sufficient port capacity and software features for the architecture and connectivity described, is fully interoperable regarding components and protocols used to deploy the network, and serves the application requirements described in this RFP.

5.2 Architecture

The physical network architecture will connect a total of 263 city sites consisting of 54 offices and parks, 76 utility cabinets, 130 traffic signal controllers with surveillance cameras, 2 data center sites located in the Public Works and City Hall buildings, and possibly the existing data center for migration of IT services to a new City Hall facility. The two data centers will be connected in a physical ring over a 288-count fiber backbone and will contain aggregation switches connecting the 54 offices and parks over fiber laterals and the 206 utility/traffic sites over fiber rings. The offices and parks will connect to one or both data centers depending on the fault tolerance requirements of each.

This RFP will designate connected sites as P1 for the data centers, P2 for sites with two lateral uplinks to both data centers (redundant), P3 for sites with one lateral uplink to one data center (non-redundant), or P4 for a ring site. Refer to **Attachment A and Attachment D** for the total counts of P2, P3, and P4 sites connecting to each of the two P1 data centers for sizing of core/aggregation switch port capacity. The new compute/storage solution for hosting city applications will consist of two VMWare vSphere clusters located within the data centers. All hardware will be configured for component fault-tolerance.

The logical network architecture will consist of a 100Gbps routed core connecting city sites to the distributed compute/storage clusters and direct Internet access ("DIA") services. City office sites will connect to one (P3) or both (P2) data centers over 10Gbps uplinks using L3 protocols. Utility/traffic sites (P4) will connect over eighteen (18) 1Gbps rings using ITU G.8032v2 Ethernet Ring Protection Switching (ERPS). Each ring will contain no more than 16 nodes and connect through both data centers to provide fault tolerance in the event of an aggregation switch failure. The new compute/storage

solution will host city application workloads migrated from the existing VMWare system and network management software for DNS/DHCP, alarm/performance monitoring, and logging. All network links, protocols, and services shall be configured for Layer 2/3 fault-tolerant operations in the event of an individual link or component failure.

5.3 IP Service Edge

The IP service edge will be configured to support redundant Direct Internet Access (DIA) services over 10GE links using IPv4 and BGP. The **Owner** network will be configured as dual-stack IPv4/IPv6 to simultaneously support IPv4 and IPv6 services.

5.4 Core/Aggregation Network

The core/aggregation network shall be configured to support the link types, capacities, and configurations shown in **Attachment A** and the additional specifications in this section. The core equipment shall consist of HPE 8360 or equivalent routers located at both City Hall and Public Works, connected in a 100GE routed ring. The aggregation equipment shall consist of HPE 6300 or equivalent switches with 50GE uplinks to the core network and 1GE/10GE links to the city endpoint sites and ERPS rings.

The core equipment shall support bi-directional switching throughput of 4.8Tbps and shall include a minimum integrated port mix of 12x 1/10/25/50GE and 4x 40/100GE. Each router shall be configured with redundant AC power supplies. The aggregation equipment shall support bi-directional switching throughput of 1.76 Tbps switching capacity, 400 Gbps stacking bandwidth, and shall include a minimum integrated port mix of 24x 1/10GE and 4x 1/10/25/50GE. Each router shall be configured with redundant AC power supplies. The operating software shall include support for OSPF and BGP routing, multi-chassis LAG, dynamic VXLAN, and ITU G.8032v2 ERPS.

The aggregation equipment at each P1 site must be equipped with the following optical SFP/SFP+ types and counts for connectivity of city sites as detailed in **Exhibit D – Site Connectivity**:

Public Works Access Ports	50
100GE 10km/40km/80km	0 / 0 / 0
10GE 10km/40km/80km	17 / 0 / 0
1GE 10km/40km/80km	10 / 0 / 0
1GE ERPS Rings (<10km links)	18
1GE ERPS Interconnect (5:1)	5
City Hall Access Ports	66
100GE 10km/40km/80km	0 / 0 / 0
10GE 10km/40km/80km	28 / 0 / 0
1GE 10km/40km/80km	15 / 0 / 0
1GE ERPS Rings (<10km links)	18
1GE ERPS Interconnect (5:1)	5

The **Seller** shall provide a summary of their **Proposed Solution** for this section and indicate its compliance with each of the requirements in **Exhibit A – Point by Point Response**.

5.5 Access Network

The access network shall be configured to support the port/ring counts, link types, capacities, and configurations shown in **Attachment A** and the additional specifications in this section. The **Proposed Solution** shall serve two different access architectures including Ethernet Line Service (E-Line) for city office site connections and Ethernet Ring Protection Switching (ERPS) for utility/traffic site connections.

The E-Line access network shall contain HPE 6200M or equivalent switches at the office and park sites connected over 1/10Gb links to the aggregation network. The E-Line switches shall support dual AC power supplies and support a minimum integrated port mix of 48x 1000BASE-T PoE+ ports and 4x 10GE SFP+ ports. City office sites are designated as P2 or P3 connections for protected and unprotected uplink to the aggregation network. The P2 sites will have fiber connections to each of the two data centers for geo-diverse redundancy. The **Seller** shall assist the **Owner** in the installation of up to five city sites in the **Proposed Solution**. In addition, the **Seller** shall provide optional per-site pricing to install additional city sites while they are onsite.

The ERPS access network shall contain TRENDnet TI-PG102i or equivalent hardened switches at the utility/traffic (P4) sites connected over eighteen (18) 1Gb physical rings to the aggregation network for uplink of signal controllers, SCADA devices, and surveillance cameras in non-environmentally controlled cabinets. The utility/traffic switches shall support DIN rail powering and shall include a minimum integrated port mix of 8x 1000Base-T PoE+ ports and 2x SFP+ ports. Each physical ring shall contain no more than 16 nodes including the aggregation switches at each of the two data centers and shall be configured using ITU G.8032 v2 sub-rings connecting to major rings in the core network. The rings will interconnect between the data centers over 10GE trunk ports, and to the core network through routed interfaces on each ring at each data center. The **Owner** currently sources these switches but will consider sourcing through the **Seller** depending on price and availability. The **Seller** shall assist the **Owner** in the installation, configuration, and testing of up to five ERPS rings and their connected nodes in the **Proposed Solution**. In addition, the **Seller** shall provide optional per-ring pricing to install additional ERPS rings while they are onsite.

The WAN SFP/SFP+ type and bandwidth of the access equipment may be derived from **Exhibit D – Site Connectivity**. All P2/P3/P4 fiber lateral distances are <10km, and connection of the access links to the aggregation equipment at each P1 site shall be distributed equally across the available equipment.

The **Seller** shall provide a summary of their **Proposed Solution** for this section and indicate its compliance with each of the requirements in **Exhibit A – Point by Point Response**.

5.6 Compute/Storage Network

The **Owner** currently maintains a single VMware cluster with three ESXi hosts and one VCenter instance running vSphere 8 Standard. The host serves 40+ virtual machines (VMs) running various workloads with a local storage area network (SAN) and a basic networking setup. The current environment has no capabilities for failover or fault tolerance. The **Seller** shall supply and install a fully redundant dual-cluster VMWare solution to replace and migrate the existing cluster at the existing City Hall data center and a backup/recovery solution. The **Seller** will assist the **Owner** in migrating the VMware environment and workloads from the existing compute/storage cluster to the

new geographically redundant infrastructure. This initiative aims to enhance system availability, disaster recovery capabilities, and overall operational resilience.

The new compute/storage architecture will consist of:

- Two VMware clusters across two geographically separated sites
- Implementation of VMware vCenter Server for centralized management
- A shared storage solutions with redundancy (e.g., VMware vSAN)
- Advanced networking configurations supporting failover and load balancing
- Integration with disaster recovery tools such as VMware Site Recovery Manager (SRM)
- A solution supporting full backup and recovery of the virtual environment and other endpoints

The **Seller** shall provide two options for storage that are appropriately configured for geo-diverse redundancy and support of the specified workloads.

Option 1 shall consist of a Dell EMC solution configured as an upgrade to the current Dell EMC system and will be evaluated on its price and compatibility with the **Owner's** current staff experience and maintenance processes.

Option 2 shall consist of a next-generation solution providing an all-flash, unified platform capable of handling block, file, and object workloads with integrated compute convergence options for hybrid environments. It shall support non-disruptive upgrades via a subscription model, deliver high data reduction ratios through global deduplication and compression, ensure zero RPO/RTO replication for mission-critical applications, and incorporate cloud-native orchestration for containerized deployments. The system must achieve superior energy efficiency (at least 80% reduction in power usage versus legacy systems), predictive management via AI analytics, and guaranteed six-nines availability. Capacity and performance scaling must be independent, with built-in sustainability monitoring to minimize environmental footprint.

The **Seller** shall provide a comprehensive backup and restore solution fully integrated with vCenter Server for centralized management. The backup solution shall support agentless protection of virtual machines with application-aware processing, Changed Block Tracking (CBT), instant VM recovery, granular file and application item restore, replication for disaster recovery between data centers, automated verification of recovery points, and low RPO/RTO for critical workloads including public safety and SCADA-related applications. It shall provide endpoint backup and restore for Windows and macOS physical and virtual devices including full system image, bare-metal recovery, file-level backup, source-side deduplication, compression, and incremental processing. It shall also include selective secure backup for Android and iOS mobile devices with integration to enterprise MDM platforms where applicable. The solution shall support backup to local storage media and integration with cloud storage services.

All backups shall employ AES-256 encryption for data in transit and at rest, immutable storage capabilities, ransomware protection features including anomaly detection and air-gapped/immutable copies, and support for the 3-2-1 backup rule with verified recovery points and integration with cloud storage services. The system shall feature high-availability management across both data centers with automatic failover, centralized web-based console with role-based access control, multi-factor authentication, auditing, alerting, and compliance support for CJIS, NIST, and governmental data protection standards.

The **Seller** shall provide a summary of their **Proposed Solution** for this section and indicate its compliance with each of the requirements in **Exhibit A – Point by Point Response**.

5.7 Management and Security

The **Proposed Solution** shall include components for network monitoring, element management, log management, and out-of-band access. The network will be protected by a pair of existing Fortinet firewalls in a high-availability production configuration at the IP edge. The firewalls will be configured by the **Owner** and will be used to provide remote virtual private network (VPN) access for **Seller's** implementation of the network.

The network monitoring solution (NMS) shall be an SNMP-based system providing automatic network discovery, device and protocol support for all equipment in the **Proposed Solution**, a customizable alarm management and alerting system with multiple avenues of notification, comprehensive performance monitoring including device and traffic statistics, service monitoring of OSI Layer 4 network services, a mobile-friendly web interface, customizable dashboards and visualization tools, collection and storage of device configurations, native iOS and Android apps, and access control for user/group security management.

The element management solution (EMS) shall provide access to device configuration, properties, telemetry data, and software updates of the network hardware through a web-based UI and mobile app. The EMS may be premise or cloud based.

The log management solution (LMS) shall be an open-source platform with a commercial enterprise upgrade path. The solution shall provide centralized log management, multiple common log formats, advanced search across large volumes of log data, configurable data retention policies, creation of dashboards to visualize log data trends, alert configurations based on custom log content and conditions, and notifications via multiple common methods.

The proposed management network shall include an LTE-based out-of-band access solution (OAS) with support for both Ethernet and serial console ports, configured to support all core, aggregation, and business network equipment at the two data centers. The equipment shall be AC powered, and the **Seller** shall provide the power loading requirements necessary for the **Owner** to supply battery backup support.

The **Owner** currently uses Microsoft Active Directory for DNS, DHCP, and IP address management (DDI), but is interested in considering alternative solutions. In this context, the **Seller** shall propose an optional DDI solution that provides automated subnet discovery, IP scanning, IP address history tracking/viewing, and IP address conflict management. The system shall provide integration with SolarWinds User Device Tracker to facilitate DHCP troubleshooting using device and switch port information. The system shall be deployed on a compute/storage VM and shall support VMware Aria Automation Orchestrator for IP address assignments in virtual environments. Pricing for this optional component shall be included in **Exhibit B tab 5.7** under the total line and will not count toward evaluation of the bid pricing. Should the **Owner** not elect to purchase this optional solution, the **Owner** will be responsible for configuration of DDI services as required by the **Seller** for implementation of the **Proposed Solution**.

The **Seller** shall provide a summary of their **Proposed Solution** for this section and indicate its compliance with each of the requirements in **Exhibit A – Point by Point Response**.

5.8 Warranty, Maintenance, and Technical Support

Owner shall require maintenance and support services including hardware repair/replace, software fix/features, and technical support for all components in the **Proposed Solution**. **Owner** requires 24 x 7 access to a manufacturer-certified technical support center (TAC) and major/maintenance software releases for each of the proposed components. **Owner** shall require next business day hardware replacement and TAC access for fault resolution during business hours with option for hourly extension. All critical core/aggregation and compute/storage components shall include spare parts for items that can be field replaced. Optical transceivers shall include one manufacture-branded spare for each type of transceiver in the **Proposed Solution**. Maintenance and support services shall be quoted for 1-year, 3-year, and 5-year terms. Manufacturer warranty on hardware components shall be a minimum of 1 year from delivery to **Owner**.

The **Seller** shall provide a summary of their **Proposed Solution** for this section and indicate its compliance with each of the requirements in **Exhibit A – Point by Point Response**.

SECTION 6 EVALUATION AND SELECTION

6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the Owner. **Owner** will not necessarily award the Contract to the **Seller** offering the lowest cost to the **Owner**. Instead, the **Owner** will award to the **Seller** whose **Qualified Proposal** the **Owner** believes will provide the best value to the Owner.

6.2 Evaluation Committee

The **Owner** will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The **Owner** will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the **Owner** or to such other person or entity who must approve the recommendation.

6.3 Proposal Evaluation and Scoring

The evaluation of the proposals and any requested oral presentations will be based on the following criteria:

1. Overall Price (lowest cost / proposal cost)	0-30 points
2. Exhibit A - Point by Point Response Compliance Score (Y=1; P=0.5; N=0 sum of all items / total items)	0-30 points
3. Exhibit C – VM Workload Migration Planning and MoP tasks and timeline are clear, thorough, and considerate of the Owner's operating environment.	0-15 points
4. Section 1 response thoroughness (-1 point for each unfulfilled requirement)	0-10 points
5. Section 3 response thoroughness (-1 point for each unfulfilled requirement)	0-15 points
TOTAL POINTS AWARDED	0-100 points

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

The Contract that the **Owner** expects to award as a result of this RFP shall comprise all or the specifications, terms and conditions of the RFP, written clarifications or changes made by the **Owner** to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful **Seller** contained in its Proposal, and any other terms deemed necessary by the **Owner**. No objection or amendment by a **Seller** to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless **Owner** has explicitly accepted the **Seller's** objection or amendment in writing.

The **Owner** reserves the right to either award a Contract(s) without further negotiation with the successful **Seller** or to negotiate Contract terms with the successful **Seller** if the best interests of the **Owner** would be served.

7.2 Contract Length

The term of the Contract will be for three (3) years. The **Owner** shall have the sole option to renew the Contract upon the same or more favorable terms and conditions.

7.3 Insurance

The Contract will require the successful **Seller** to maintain insurance coverage(s) in the minimum amounts set forth below, unless otherwise required by the **Owner**.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Cyber Insurance	Each Occurrence	\$3 Million
Workers Compensation (Coverage A)	As Required by Iowa law	As required by Iowa law
Employer Liability (Coverage B)	Bodily Injury by Accident/Disease	\$100,000

Seller shall name the Owner as an additional insured on a primary and non-contributory basis including a waiver of subrogation in favor of the Owner. Seller shall also provide certificates of insurance to the Owner with submission of the RFP, and upon request by the Owner.

Acceptance of the insurance certificates by the **Owner** shall not act to relieve **Seller** of any obligation under this Contract. It shall be the responsibility of **Seller** to keep the respective insurance policies and coverages current and in force during the life of this Contract. **Seller** shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the **Seller** shall have no claim or other recourse against the **Owner** for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the **Seller**. Notwithstanding any other provision of this Contract, **Seller** shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

7.4 Termination and Adjustment

A. If **Seller** fails to fulfill its obligations under this Contract, the **Owner** may terminate this Contract after giving the Seller ten days written notice to cure such failure. The ten day cure period will begin on the date shown on the written notification from the **Owner**. If within the 10 day period Seller fails to cure to the reasonable satisfaction of the **Owner**, then the **Owner** may give notice that it is terminating this Contract and Seller shall cease all activity associated with this Contract at such time as the notification is received. The **Owner** has the right to set off the cost of procuring another contractor to perform or complete the Scope of Work in the event Seller fails to perform the Work satisfactorily.

B. At any time prior to completion of the Work, the **Owner** may, in its sole discretion, terminate the contract by providing the **Seller** written notice of its intention to terminate. Unless the notification provides otherwise, **Seller** shall cease all activity associated with this Contract at the time the notification is received. If the termination is without fault of the **Seller**, the **Owner** shall pay for Work satisfactorily performed to the date of termination and reimburse **Seller** for unrecoverable expenses Seller incurred prior to receiving the notification.

7.5 Indemnification Requirements

For purposes of this section 7.5, the term “Owner” means the City of Waterloo and its elected and appointed officials, agents, employees, volunteers, and others working on its behalf. To the fullest extent permitted by law, Seller agrees to defend, pay on behalf of, indemnify, and hold harmless the **Owner** against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs that may be asserted or claimed against, recovered from or suffered by the **Owner** by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Seller’s work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Seller, except to the extent caused by or resulting from the sole negligence of the Owner.

Seller’s obligation to indemnify the Owner contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The **Owner** shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Seller arising out of or in any way connected or associated with **Seller's** work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under control of **Seller**, except to the extent caused by or resulting from the sole negligence of the Owner.

Seller expressly assumes responsibility for any and all damage caused to **Owner** property arising out of or in any way connected or associated with **Seller's** work or services under this Contract, including its officers, agents, employees, subcontractors and others under the control of Seller.

7.6 Ownership of Documents

The **Seller** agrees that the **Owner** is the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Contract (the "Design Documents"). The **Seller** hereby irrevocably assigns, transfers and conveys to the **Owner** all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. The **Seller** warrants to the **Owner** that the Design Documents will be free from any claims or encumbrances of intellectual property or proprietary rights of the **Seller** and any third party, including any employee, agent, contractor, sub-Contractor, subcontractor, subsidiary or affiliate of **Seller**. Upon completion or termination of this Contract, the **Seller** shall immediately turn over to the **Owner** all Design Documents not previously delivered to the Owner.

To the extent any of the **Seller's** rights in the Design Documents are not subject to assignment or transfer, including any moral rights and any rights of attribution and integrity, the Seller hereby irrevocably and unconditionally waives such rights, and the enforcement of them, and agrees not to challenge the **Owner's** rights in and to the Design Documents.

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