

**NOTICE**

Thank you for your inquiry regarding the City of Portage project listed below:

HP StorageWorks P4300 G2 MDL SAS Starter SAN Solution - hard drive array

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: January 26, 2012

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on February 8, 2012 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

HP StorageWorks P4300 G2 MDL SAS Starter SAN Solution - Hard Drive Array

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: HP StorageWorks

FOR OPENING: February 8, 2012 at 3:00 p.m.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website:

<http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx>.

Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534. If you have questions regarding the specifications, contact Devin Mackinder, Director of Information/Technology at (269) 324-9260.

# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

## 1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

## 1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

## 1.4. Bid Form

1.4.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.4.2. Modifications: Alternate written proposals will not be accepted.

1.4.3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

## 1.5. Bids Submitted via Facsimile Equipment

1.5.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid \_\_\_\_\_ for opening \_\_\_\_\_”  
Bid Name Date

1.5.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

**1.5.3.** In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted **in a timely manner, whether or not the mistake was the fault of the bidder.**

1.6. Basis of Award.

Award will be made to a responsive and responsible bidder whose Grand Total Bid is lowest and determined to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

Devin Mackinder, Chief Information Officer of Information/Technology, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

2.3. Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law.

Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

#### 2.4. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

## 2.5. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

## 2.6. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

## 2.7. Compensation to be Paid to the Contractor

Payment will be made 30 days after receipt of equipment. Terms –Net 30.

# 3. SPECIFICATIONS

3.1. The City of Portage Information/Technology Department is purchasing **one HP StorageWorks P4300 G2 MDL SAS Starter SAN Solution - hard drive array and HP Care Pack Support Plus 24 - extended service agreement - 3 years - on-site**. Vendor bids must include the exact equipment. All materials are to be new and not refurbished, with full manufacturers warranties.

## 3.2. Warranty

Seller assigns to Buyer all manufacturer's warranties currently in effect on the equipment to the extent such manufacturer's warranties are assignable and agrees to execute all documents and take all other action reasonably necessary to effect such assignment, provided, however, that such assignment shall not impose any additional responsibilities on Seller or create any additional warranties, express or implied, with respect to the equipment

## 3.3. Shipping

Shipping to be included in price.

## 3.4. Delivery

Hardware shall be delivered in first class operating condition subject to purchaser's inspection and approval not later than 25 days from receipt of a purchase order.

**CITY OF PORTAGE - BID PROPOSAL**

I, the undersigned, propose to furnish at the bid price shown, the list of equipment as per specifications supplied by the City of Portage, delivered to 7900 South Westnedge Avenue, Portage, Michigan 49002. No contract is created until a purchase order is issued to the successful bidder.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to purchaser's inspection and approval within 25 days from receipt of a Purchase Order.

<u>Item No.</u>	<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Price Each</u>	<u>Total</u>
1.	1	HP StorageWorks P4300 G2 MDL SAS Starter SAN Solution - hard drive array	LFT-BK715A	\$	\$
2.	1	HP Care Pack Support Plus 24 - extended service agreement - 3 years - on-site	LFT-HA110A3#1N5	\$	\$
		GRAND TOTAL			\$

TERMS: \_\_\_\_\_  
 (Minimum of 30 days, please identify any discounts given)

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
 Signature

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 Name and Title (print or type)

ADDRESS: \_\_\_\_\_  
 Street City State Zip Code

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_