



City of Danville

Virginia

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J. Gary Via, CPPO

Director of Purchasing

Request for Proposals

RFP 11/12-094

"IT Consultant"

Sealed proposals shall be submitted no later than Thursday, March 22, 2012 at 5:00 PM to:

Physical Address:

City of Danville

Purchasing Department

Attn: J. Gary Via

427 Patton Street, Room 304

Danville, VA 24541

Mailing Address:

City of Danville

Purchasing Department

Attn: J. Gary Via

PO Box 3300

Danville, VA 24543

1.0 General Conditions

1.1 Intent:

It is the intent of this "RFP to secure a vendor to provide IT network consulting services.

1.2 Questions

Any questions concerning this RFP should be directed to J. Gary Via (434) 799-6528.

1.3 Code Compliance

This procurement process is governed by the "Procurement Code of the City of Danville, Virginia". Copies of the Procurement Code may be obtained by writing the City of Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543.

1.4 Equal Opportunity

During the performance of this contract, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- c. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- d. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.
- e. The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

1.5 The City of Danville does not discriminate against faith-based organizations.

1.6 Drug Free Work Place

During the performance of this contract, the Vendor agrees to

- a. Provide a drug-free workplace for the Vendor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispersion, possession or use of any controlled substance or marijuana during the performance of the contract.

1.7 Proposals Binding Ninety (90) days

Unless otherwise specified all formal proposals submitted shall be binding for ninety (90) calendar days following closing date unless extended by mutual consent by both parties.

1.8 Permits

The Vendor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Danville or Commonwealth of Virginia.

1.9 Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

1.9.1. A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

1.9.2. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

1.9.3. Any bidder or offeror described in 1.9.1 that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of a local governing body.

1.9.4. Any business entity described in 1.9.1 that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

1.9.5. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.0 Codes & Standards

- 2.1 The Vendor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each.

3.0 Scope of Services

The City of Danville maintains a multi-disciplined networking environment consisting of CISCO, Microsoft, VMWare and EMC technology. The City currently uses CISCO technology for our wireless, networking, unified communications and firewall protection (ASA firewall). The City maintains a Windows 2008 domain along with Exchange 2010. EMC technology includes a VNX SANS, RecoverPoint and Source One email archiving. The City has been using VMWare since approximately 2003 and is currently utilizing vSphere.

The City's infrastructure currently consists of approximately 80 servers (50 of which are virtualized) one main router, 30 AP's, 62 switches and a dual-site EMC VNX storage system. The entire infrastructure is connected via broadband fiber to 38 separate physical locations. The City is seeking local or regional contractors who can offer enhanced delivery, services, or prices due to their proximity to Danville.

The City of Danville is looking for a vendor to provide the following support services:

- 3.1 Project Management and turn-key solutions for system upgrades and new system implementations.
- 3.2 Managed staff services for the City's core applications; Exchange, Windows, CISCO, VMWare, backup and recovery and EMC Storage. As technology continues to grow, the City will look for a vendor that can provide expertise in other areas as well.
- 3.3 Recommendations on models for improved efficiency and effectiveness in delivering City services.
- 3.4 Recommendations on models for improving and maintaining system and network reliability.
- 3.5 Short-term and long-term staff augmentation services
- 3.6 Strategic planning services to help secure and maintain the City's network infrastructure.
- 3.7 Network services including (but not limited to) WAN/LAN networks, enterprise network management, data center optimization, unified communications, organizational security practices, wireless infrastructure, network and system design and security management.

4.0 Vendor's Relationship to the City

4.1 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this Contract;

and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

4.2 Payments to sub-contractors

4.2.1. The Contractor shall to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the City for work performed by the subcontractor under that contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

4.2.2. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

4.2.3. The Contractor to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the state agency or agency of local government for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.

4.2.4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The Contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the state agency or agency of local government. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

4.2 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools and equipment.

4.3 Termination

The City reserves the right to terminate any and all services with vendor at any time. The City reserves the right to amend any and all contracts provided by the

successful contractor at any time. If the City deems the services provided to be high quality in accordance with good business practices and procedures, the City reserves the right to extend any contractual agreement.

5.0 Responsibilities of the City

- 5.1 The City designates Inez Harville, Director Information Technology, to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the Vendor's services for the project.
- 5.2 Shall assist the Vendor by placing at his disposal all available information pertinent to the project.
- 5.3 Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform his services under this agreement.
- 5.4 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- 5.5 Give prompt written notice to the Vendor whenever the City observes or otherwise becomes aware of any development that affects the scope of Vendor's services.

6.0 Insurance/Indemnification

- 6.1 The Vendor, prior to commencing work, shall provide at his own expense, the following insurance to the City of Danville evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation of material change in the policies, to the Director of Purchasing.
 - a. Workers Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.
 - b. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on

completed operations. The comprehensive general liability insurance shall provide the following:

- Comprehensive
 - Premises – Operational
 - Products/Completed Operations Hazard
 - Contractual Insurance
 - Independent Contractor and Subcontractor
 - Broad Form Property Damage
 - Personal Injury
- c. Automobile liability insurance with minimum combined single limits of \$500,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:
- Owned Vehicles
 - Non-owned Vehicles
 - Hired Vehicles
- d. Umbrella Policy: At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

6.2 The Vendor shall be solely responsible and liable for the accuracy and completeness of all work performed hereunder and hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, suits and proceedings arising out of, based upon or caused by the negligent acts, omissions or errors of, or the infringement of any copyright or patent, by the Vendor, its officers, agents, employees or subcontractors, in the performance of this Agreement. The approval or acceptance by the City of any work performed by the Vendor, its officers, agents, employees or subcontractors, under this Agreement, or any part of such work, shall neither constitute nor be deemed a release from the responsibility or liability of the Vendor, its officers, agents, employees or subcontractors, for the accuracy, completeness, timeliness, and competency thereof, or negligence with respect thereto, nor shall such approval or acceptance constitute or be deemed an assumption by the City of the responsibility and liability for the accuracy, completeness or competency of such work, or any negligence in the performance thereof.

7.0 Evaluation Procedure

A selection committee, consisting of representatives from Danville's staff shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meeting Danville's needs, short-listing procedures will narrow the list of candidates to the two or more best qualified firms. Danville expects to ask for references related to quality of service and ability to deliver, after choosing the top contenders. Each of these firms may then be invited to an interview at which time each firm will be given an opportunity to present its proposal and to answer questions of the selection committee.

Your proposal will be evaluated using the following criteria:

- a. Costs. Break out specifics for engineering work, project management and other associated costs
- b. Company history, stability and financial resources
- c. Quality of performance on previous contracts
- d. References
- e. Suitability of your program/service in relation to ease of operation for the City
- f. Responsiveness to City's desires
- g. Proximity to Danville
- h. Expertise in all networking disciplines

8.0 Award Procedures

The selection committee will make a recommendation of the top-ranked respondent. Danville may elect to make award without conducting formal interviews if one firm is determined to be the most qualified.

9.0 Proposals (4 copies required)

Proposals should include the following information:

- a. A brief history of your company
- b. Reference to include names and telephone number of contact people for whom you have performed similar work. Please include a reference that is as close to the City of Danville as possible. Please include how many companies/municipalities are currently using your program/service.
- c. A detailed description of your program/service.
- d. A detailed response to desires listed above.
- e. All costs involved.
- f. Letter stating willingness to be interviewed on site at the City of Danville and provide onsite demo to interested parties.
- g. Overall proposal in general.