



RFP #: RFP-08-005

REQUEST FOR PROPOSAL

for

Network Consulting Installation & Support Services

Issued: February 22, 2008

Mail or Deliver Proposals to:

**Pulaski County Comptroller
Purchasing Department
201 South Broadway, Suite 440
Little Rock, AR 72201**

Due: No later than 2:00 p.m., Thursday, March 20, 2008

All proposals must be received prior to the above date and time.

Network Consulting, Installation, & Support Services

You are invited to submit a proposal in accordance with the requirements of this solicitation which are contained herein. Review all pages carefully to assure clear understanding.

Proposals are to be submitted to the Purchasing Department no later than 2:00 p.m. local time, March 20, 2008, at which time respondents to this request will be publicly identified. No other information regarding the proposals will be divulged until a contract is awarded by the Purchasing Department.

Questions concerning this solicitation should be referred to Vicki Atchley, Buyer, (501) 340-8390, fax (501) 340-8352 or email: vatchley@co.pulaski.ar.us.

Acceptance of Request for Proposal issued by the Buyer, as indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or the Buyer, or an employee of Pulaski County will be disregarded.

This solicitation does not commit Pulaski County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles or goods or services. Pulaski County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of Pulaski County to do so.

REQUEST FOR PROPOSAL

FOR

Network Consulting Installation & Support Services

- 1.00** **Introduction.** Pulaski County (the "County") issues this Request for Proposal ("RFP") for a Network Consulting Installation & Support Services for the Pulaski County Information Systems department.
- 1.01** **Term.** The required services are to commence not later than a date to be agreed upon by and between Pulaski County and the company selected to provide Network Consulting, Installation, & Support Services (the "Company") and, unless terminated sooner, shall continue in force for (1) one year, with the option for four (4) one year annual extensions thereafter. No contract will be automatically renewed at the end of any contract term. Written confirmation shall be required.
- 1.02** **Standard of Performance.** The Company shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP, and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and Pulaski County when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. Pulaski County retains the absolute right to assess whether and when performance is subsequently acceptable.
- 1.03** **Termination and Assignment.** The contract awarded in response to the RFP (the "Contract") may be terminated by Pulaski County by giving the other party not less than thirty (30) days written notice of intent to terminate as of the date specified.
- The Contract will not be assignable without prior written consent of both parties. An attempted assignment without such consent shall be void and of no effect.
- 1.04** **Inquiries.** Inquiries related to the RFP should be directed to the attention of Vicki Atchley, Buyer, (501)340-8390, fax (501)340-8352. Any request for clarification must be submitted in writing (fax is acceptable) to the Purchasing Department no later than 5:00 p.m. on March 12, 2008. There will be no response to questions received late. Any clarification given to a prospective bidder will be furnished in writing to all prospective bidders as an amendment, if such information modifies these specifications or is deemed to be necessary in responding to this RFP.

- 1.05** **Pre-Proposal Conference.** A non-mandatory pre-proposal conference will be held at 2:00 p.m. on Wednesday, March 5, 2008, in the Pulaski County Administration Building conference room #401, 201 South Broadway, Little Rock, Arkansas.
- 1.06** **Opening Date.** Sealed, written, competitive proposals will be received until 2:00 p.m. on Thursday, March 20, 2008, in the Pulaski County Purchasing Department, Attn.: Vicki Atchley, 201 South Broadway, Suite 440. **PROPOSAL SHALL BE IN AN ENVELOPE CLEARLY MARKED WITH THE RFP NUMBER ON THE OUTSIDE OR IT WILL NOT BE CONSIDERED.** All proposals must be signed by an authorized officer of the Company and must be held firm for acceptance for a minimum period of 60 days after the opening date.
- 1.07** **Proposal Format.** Each Company should submit a base proposal in the specified manner, but may also propose other options to Pulaski County either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. Pulaski County prefers that Company's response to this RFP be submitted in same Item (paragraph) sequence as proposal - using same Item (paragraph) Numbers for reference. Pulaski County requests that Companies submit one original and three (3) copies of their proposals plus **required** attachments. Bidders are cautioned that only written information contained in this RFP (including amendments), materials distributed at the pre-proposal conference, or provided during the official tour are to be relied upon for preparation of a proposal.
- 1.08** **Proposal Materials Conservation.** Proposals shall be submitted on 8-1/2 x 11 inch paper. The proposal should follow the format laid out under Section 1.06. Submissions should be limited to a maximum of fifty (50) pages. Binders, brochures, and materials not specified in the RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, it will be requested by the County after review of the proposals.
- 1.09** **Award.** Pulaski County reserves the right to reject any and all proposals, or any portion thereof, and readvertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and, in the sole judgment of Pulaski County, will be most advantageous to Pulaski County.
- 1.10** **Contract.** The contents of the RFP will be incorporated into the final Contract documents. Due to the anticipated complexities of this contract relationship, Pulaski County reserves the right to negotiate final terms and conditions with the Company(ies) submitting proposals.
- 1.11** **Cost for Proposal Preparation.** Pulaski County will not reimburse Company's cost incurred in the preparation and submission of proposals. All proposals shall become the property of Pulaski County upon submission.

- 1.12 **Telegraphic Proposals.** Telegraphic or fax proposals sent directly to Pulaski County offices will not be considered.
- 1.13 **Acknowledgment of Amendments.** Companies must acknowledge receipt of amendments by letter, telegram, or fax within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.
- 1.14 **Further Information.** Companies are cautioned that Pulaski County is not obligated to ask for or accept after opening date, data which is essential for a complete and thorough evaluation of the proposal. Pulaski County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible.
- 1.15 **Proprietary Information.** After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.
- 1.16 **Insurance.** All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Pulaski County:
- a) Workers Compensation: As required by the State of Arkansas.
 - b) Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - c) Commercial Blanket Bond or equivalent coverage for theft/fraud by employees. **(REQUIRED BY ORDINANCE).**
 - d) **Minimum** shall be amount of contract.
- 1.17 **Indemnification.** The Company hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge Pulaski County Government and any of its officers, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and

expenses, accruing or resulting from any suits or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

1.18 Examination of Records. The Company agrees that the County or any of its duly authorized representatives shall at any time during the term of this Contract have access to, and the right to audit and examine, any pertinent records of the Company related to this Contract. Such records shall be kept by Company for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit, or to take other corrective action as may be required.

1.19 Permits and Licenses. The Company will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

1.20 Office Contract Administrator. The contract administrator and liaison person for all matters concerning this contract is Joe Musgrove, Information Systems Director, 201 South Broadway, Ste 250, Little Rock, AR 72201, phone number (501)340-8380.

2.00 Scope of Services. Pulaski County is seeking proposals in order to establish a contract for a Information Technology Service Provider capable of reviewing current Information Systems infrastructure, software, hardware, information systems needs, and work with Information Systems staff to create a plan and time-line for installation/configuration of Active Directory Network to include Microsoft Exchange 2007 from a Windows peer-to-peer network and Linux email environment. The Information Technology Service Provider shall recommend hardware specifications for servers, backup system, and other network installation. The following are examples of work to be provided by The Information Technology Service Provider:

- Installation/setup of Active Directory Server, Active Directory Backup Server, Primary File Server, systems Center Essentials Server, and network backup system. Configuration of servers, backup system, and active directory system to include migration of employees/departments per planned time-line. Migration of Lindsey System, (Windows 2003 Server), into active directory domain.
- Configuration/connection of clients to third party systems as needed, after client integration into Active Directory domain.
- Installation, setup, configuration of Microsoft Exchange Server 2007. Migration of users from Linux to Exchange email system per planned time-line.
- Provide on-site overview/training to Information systems staff on configuration and daily administration of active directory network

including Microsoft Exchange and System Center Essentials.

- Provide forty (40) hour block of time to provide assistance/support as needed for Information Technology staff on administration of active directory network including Microsoft Exchange and provide on-call same day response tech-support for system problems.

2.01

Overview. Information Technology Services shall include planning, installation, and support of Microsoft Active Directory Network, to include Microsoft Exchange 2007. Current locations of offices supported by Pulaski County Information Systems shall be: 201 south Broadway, Little Rock, AR (Site of Server Room and Information Technology Offices), 224 Spring Street, Little Rock, 103 South Arch, Little Rock, 3403 West 33rd Street, Little Rock, and 3200 Brown Street, Little Rock. The current environment of the offices mentioned above shall be the following:

- 170 Personal Computers (Total for all locations and subject to change)
- 160 Computer Users (Total for all locations and subject to change)
- Separate Windows Peer-to-Peer network infrastructures
- Windows XP Professional Client Operating System
- Linux Routers (hosted on PC's)
- Linux Email system, (send mail), Microsoft Outlook Express and Outlook email clients on PC's.
- Linux Web Server (Host County Intranet and Internet Sites)
- Barracuda Anti-Spam Device
- AVG Anti-Virus software
- Government E-Management Solutions,(GEMS) financial system, (Microsoft SQL Based, web-based client connection, hosted on Windows 2000 Servers).
- Lindsey Public Housing System, client-server connection, hosted on Windows 2003 Server.

The proposed environment of the offices mentioned above shall be the following:

- Microsoft Windows Active Directory Network, centralized management and file storage for supported locations (All servers shall reside at 201 South Broadway location, Point-to-Point T1 connection to remote locations)
- Centralized backup systems for active directory network including Exchange
- Microsoft Exchange 2007 (Retirement of Linux based email system)
- Microsoft System Center Essentials 2007
- Cisco or equivalent routers (retirement of all Linux based routers)
- Barracuda Anti-Spam Device (current unit integrated into new network)
- Centralized Anti-Virus Management
- Linux Web Server (current unit integrated into new network)
- GEMS Financial system left as a stand-alone system (current system not integrated into active directory network)

- Lindsey Public Housing Software integrated into Active Directory Environment
- Ability of existing clients to connect to current third party systems outside of proposed active directory domain as needed.

2.02 **Experience Requirements.** Information Technology Service Provider shall be an authorized Microsoft solutions provider in good standing. Information Technology Service Provider shall be an authorized Cisco solutions provider in good standing. Information Technology Service Provider shall have a minimum of five (5) years experience with the following areas:

- Planning, migration, implementation, and support of a Microsoft Active Directory Network in a medium to enterprise level environment.
- Installation, configuration, and support of switches, routers, security devices, and firewalls to include Cisco systems in a medium to enterprise level environment.
- Network design/installation including hardware in a medium to enterprise level environment.
- Data/network security in a medium to enterprise level environment
- Data backup and recovery in a medium to enterprise level environment

Information Technology Service Provider shall have minimum of three (3) years experience with Microsoft Exchange and knowledge of Microsoft Exchange 2007. Information Technology Service Provider shall have experience with Microsoft system Center Essentials. Information Technology Service Provider shall have experience with Linux including Linux based email systems and Linux router configuration.

2.03 **Hardware Support Requirements.** The Information Technology Service Provider shall have a minimum of five (5) years experience with installation and support of network hardware to include servers, backup systems, networked peripheral devices, switches, routers, and firewalls in a medium to enterprise level environment. Information Technology Service Provider shall have experience and ability to support Dell Hardware to include servers and backup systems in a medium to enterprise level environment.

2.04 **Contracts Lost.** In the proposal, each bidder must include a list of all accounts which were canceled or not renewed during the past five (5) years. This list is to include the name and telephone number of the primary contact of each account.

3.00 **Official Information Technology Service Provider Representative.** The name, mailing address, and telephone number of the Company's authorized agent with authority to bind the firm with respect to questions concerning the Company's proposal must be clearly stated in the proposal. The proposal and/or the letter which transmits the proposal to Pulaski County must be signed by an authorized officer of the Company.

3.01 **Code Compliance.** Company will abide by all State and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Company's operations while on Pulaski County Government property.

3.02 **References.** In the proposal, each Information Technology Service Provider must provide a list of at least three (3) government and/or commercial clients in which the Information Technology Service Provider has provided Information Technology Services within the past two (2) years. The list shall include the company name, address, contact person with telephone and fax numbers and a brief description of the contractual relationship.

3.03 **Taxes.** Information Technology Service Provider will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation. Pulaski County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Pulaski County property taxes. If your business address is within Pulaski County, you must submit with your proposal proof of payment of real and personal property taxes due in 2006, or your proposal may be disqualified.

3.04 **Employment Policies.** Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law.

The County is committed to Equal Opportunity. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.

3.05 **Adequacy.** Company is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees.

4.00 **Proposal Evaluation.** The County will review all accepted proposals with particular emphasis on the following:

- Responsiveness to Request for Proposal
- Experience
- Qualifications of Service provider/Personnel
- Capabilities
- Fee Schedule

The weights to be assigned to each evaluation criterion will be announced at the opening of the proposals. Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process.

- 5.00** **Economic Considerations.** Submit cost of the proposal in a separate sealed envelope clearly marked with the RFP number, and the name of your Company.
- 6.00** **Contracting Limitations.** The County's contracting limitations are incorporated into, and made a part of this RFP. (See page titled "Contract Information".)
- 7.00** **RFP Response Checklist.** Bidders are cautioned to exercise care in the preparation and submission of their proposals. The following items are particularly highlighted for response:
- Attendance at the pre-proposal conference is non-mandatory per paragraph 1.05.
 - Sealed competitive proposals are due at the Purchasing Department no later than 2:00 p.m. local time on the day specified for receipt of proposals per paragraph 1.06.
 - Any amendments to the RFP issued by the County must be acknowledged within 48 hours of receipt per paragraph 1.13.
 - Clearly mark any proprietary material (may not include net cost information) per paragraph 1.15.
 - Clearly identify Base Proposal and any voluntary alternates or options per paragraph 1.08.
 - Identify official representative(s) per paragraph 3.00, SIGN AND DATE PROPOSAL (CLEARLY IDENTIFY PROPOSAL AND OPENING TIME/DATE ON EXTERIOR OF SEALED PROPOSAL ENVELOPE) per paragraph 1.06.
 - Provide references per paragraph 3.02.
 - Submit cost of the proposal in a separate sealed envelope clearly marked with the RFP number, and the name of your Company per paragraph 5.00.

CONTRACT INFORMATION

A. Pulaski County may not contract with another party:

1. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the County upon 30 days written notice whenever there are no funded appropriations for the contract. (Pulaski County's standard non-appropriation clause is attached.)
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
3. To indemnify, defend, or hold harmless any party for any liability and damages.
4. Upon default, to pay all sums to become due under a contract.
5. To pay damages, legal expenses or other costs and expenses of any party.
6. To continue a contract once the equipment has been repossessed or the service discontinued.
7. To conduct litigation in a place other than Pulaski County, Arkansas
8. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
9. To engage in arbitration or other alternate dispute resolution.
10. To enter into a lease/purchase agreement which allows for less than the fair market value at the end of the lease.

B. A party wishing to contract with Pulaski County should:

1. Remove any language from its contract which grants it any remedies other than:
 - The right to possession
 - The right to accrued payments
 - The right to expenses of deinstallation
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by the County.
4. Include the County's non-appropriation clause.

NON-APPROPRIATION CLAUSE

Notwithstanding anything contained in this Agreement to the contrary, if the Pulaski County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period provided that Company shall have received a written notification of the occurrence of the following events:

- a) Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased;
- b) County has exhausted all funds legally available for all payments due under this Agreement; and
- c) Such non-appropriation did not result from any act or failure to act of County.

Then, Company's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Company. Company shall be entitled, however, to any payments and other payments due and owing during any previous period.

TERMS AND STANDARD CONDITIONS

PLEASE READ CAREFULLY

1. In the event a contract is entered into pursuant to the "Request for Proposals", the Company shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The Company must include in any and all subcontracts, a provision similar to above.
2. Any ambiguity in any proposal as the result of omission, error, lack of clarity or noncompliance by the Company with specification, instructions and all conditions of the Request for Proposals shall be construed in the light most favorable to the County.
3. The Request for Proposal number must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the proposal enclosed therein will not be considered or counted in the tabulation.
4. The proposal and/or the letter which transmits the proposal to Pulaski County must be signed by an authorized officer of the Company or the proposal will not be considered.
5. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the Company and the agent of Pulaski County.
6. Pulaski County reserves the right to reject any and all proposals, to accept in whole or in part, to waive any informalities or technicalities in proposals received, to accept proposals on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the Company, to accept any item in the proposal. If unit prices and extensions thereof do not coincide, Pulaski County may accept the proposal for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
7. It is solely and strictly the responsibility of the Company to ensure that the proposal is received by the Pulaski County Purchasing Department on or before the specified date and time. The County will in no way be responsible for delays caused by any occurrence. The response time will be and must be scrupulously observed. Under no circumstances will proposals delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Companies will not be allowed to withdraw or modify their proposals after the opening date and time.