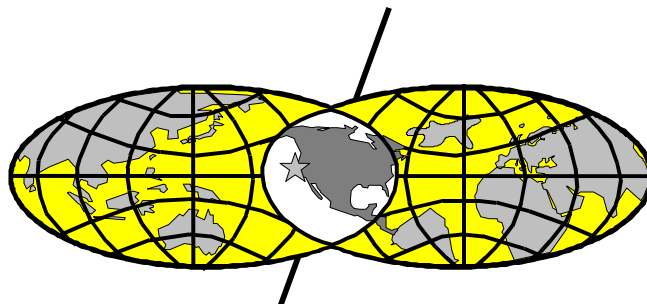


REQUEST FOR PROPOSALS FOR

Hosted MS Exchange
and
Support Services
October 2009



PORT OF OAKLAND
THE BOARD OF PORT COMMISSIONERS
530 WATER STREET
OAKLAND, CA 94607

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REQUEST FOR STATEMENT OF QUALIFICATIONS/PROPOSALS

Netware to Windows OS Migration and Microsoft Product Support Services

I. INTRODUCTION

The Port of Oakland (hereafter referred to as "The Port"), requests statements of proposals from vendors qualified to provide Hosted Microsoft Exchange E-mail, Support and Administrative services to the Port of Oakland.

Bid Delivery Requirements:

The Port will accept proposals and qualifications until **3:00 p.m. local time on October 22, 2009.** Postmarks are not acceptable.

Prospective bidders are required to submit a minimum of one electronic copy (PDF format) of your proposal (to one of the locations specified below). Printed copies may be delivered to the physical address specified below, but please no more than five (5) copies.

Your proposals may be e-mailed (PDF format) or mailed to the following:

Mail:

Port of Oakland
Attention: Richmond Glenn
IT Division, 4th Floor
Oakland, CA 94607

E-mail:

rglenn@portoakland.com and bgiannotti@portoakland.com

Again, all proposals and qualifications are accepted until **3:00 p.m. local time on October 22, 2009.** Postmarks are not acceptable.

II. BRIEF SUMMARY OF THE SCOPE

The Port currently operates (on premise) and supports a Novell GroupWise 7.0.3 e-mail platform. The Port is migrating away from Novell in favor of an all Microsoft environment in order to standardize enterprise operations and support, and to offer more mainstream compatible features and services, at a lesser cost, to the enterprise and business unit organizations.

By way of this RFP, the Port is pursuing a Hosted Microsoft Exchange E-mail, Support and Administrative services approach for on-going e-mail and related services. It is anticipated that the project start early to mid January 2010.

The Port is requesting service proposals for the following:

1. Plan and migrate existing GroupWise calendar and task data to the new hosted environment.
2. Plan and configure a Hosted Microsoft Exchange solution (off prem).
3. Configure and offer value-added services such as:
 - Outlook Web Access
 - BlackBerry Enterprise Server
 - iPhone Access services
 - Spam protection
 - Virus protection
 - Fax services
 - Secure e-mail (DLP & Encryption) services
 - E-mail Archiving services
4. Administration and Support services for the new hosted environment.

Specific information about the current platform and user statistics can be found in Attachment E – Current Technical Environment of this RFP.

III. SCOPE OF SERVICES

The Port's approach consists of the following:

- The Port would be responsible for overall management of the Hosted Microsoft Exchange E-mail, Support and Administrative services contract.
- The Responder would be responsible for providing a stable, secure, reliable, highly available and rapidly recoverable corporate MS Exchange/Outlook and BlackBerry server-side environment, 24-hours a day, seven-day a week (24x7) basis.

Required Services For Hosting Provider:

1. Planning and migration of existing GroupWise mail (30 days worth of the active data store), calendar, task, contact data to the new environment.
2. Planning, configuration, and deployment of a stable, secure, reliable, highly available and rapidly recoverable corporate Hosted MS Exchange/Outlook 2007 solution.
3. Planning, configuration, and deployment of RIM for BlackBerry (server & service only, no devices)

4. Providing corporate BlackBerry PIN distribution lists and management.
5. Configuration and deployment of anti-spam and anti-virus software, which include features such as content filtering, filtering of attachments by file type or extension.
6. Planning, development, and execution of a user training program (Self-Service/Computer base is preferred, would only be for the transition phase).
7. Administration, support, and management of necessary hardware/software.
8. Obtaining and maintaining any needed third party service agreements (such as third-party service providers of spam protection services) and for obtaining and maintaining technical support agreements with technology companies for sufficient technical support of their products (such as from Microsoft for Windows and Exchange, RIM for BlackBerry, and with an anti-virus software vendor).
9. Provide the telecommunications circuits and infrastructure equipment between the Respondent's data center infrastructure and the Port to deliver hosted Microsoft Exchange, Outlook Web Access, BlackBerry Enterprise Server, spam protection and virus protection services.
10. Desktop and Laptop Changes (For the purpose of this RFP plan for 550 users/units):
 - a. Back-up and transfer mailbox data (calendar, task, client address book) to new account.
 - b. Remove Groupwise Client based services from computers.
 - c. Deploy/install and configure MS Outlook 2007 on all desktop & laptop units.
 - d. Provide each computer with a quick-start training guide that reflects the changes to their desktop experience.
 - e. Provide the manpower resources necessary to make these changes.
11. The Responder would provide E-mail archiving services.
12. Integration with the Port's corporate Active Directory accounts.
13. Disaster Recovery services (specific recovery SLA's will be discussed during service contract negotiations, for the purpose of this RFP plan for a 4-hour full recovery timeframe).

Required Support and Administrative Services:

1. Providing and maintaining an off-site (not on the Port's premises nor owned by the Port) data center operations and technology infrastructure to provide e-mail and related services.
2. Monitoring and taking corrective action as needed for all provided services including mail flow to ensure secure, reliable and available services on a 24x 7 basis;
3. Maintaining access to MS Exchange mailboxes externally associated to the Port's corporate Active Directory accounts;

4. Maintaining and configuring appropriate and up-to-date virus and spam control;
5. Maintaining a consistent private and secure environment; providing secure backup restore capabilities and disaster recovery operations including preparing, maintaining and regularly testing disaster recovery procedures for various disaster scenarios including, but not limited to, various hardware failures, data corruption, network problems, loss of server(s), loss of primary data center;
6. Providing individual mailbox restores for lost data as needed (usually less than one mailbox per month) providing mailbox exports for investigatory purposes as needed (usually less than one mailbox per month) providing a four-hour recovery time in the event of any unplanned interruption of service, such as a corrupted database.
7. Detecting and correcting defects (including 24-hour availability for operational problem resolution);
8. Tracking and reporting on all problems and requests related to the Port's service;
9. Analyzing, maintaining, configuring and documenting services and their components;
10. Providing the Port with management reports indicating the overall health and security of the services;
11. Providing ongoing tuning of system performance ensuring adequate capacity for growth of the service and adding new capacity as needed;
12. Applying MS Exchange, MS Windows, and third-party software (such as anti-virus) version and release upgrades, service packs, security patches and fixes;
13. Maintaining a test lab environment to ensure changes to the environment are adequately tested prior to implementation;
14. Providing the Port's authorized IT staff with appropriate administrative access to the environment the Responder is maintaining for the Port;
15. Assessing and reporting to the Port on the impact of changes to the operational environment, determining if changes are needed, and implementing the changes as required with the Port's approval;
16. Initiating and implementing productivity improvements;
17. Coaching information technology personnel and core Port users;
18. Answering questions and interfacing as a resource and resolve with the Port's help desk and other IT staff to determine and resolve MS Exchange/Outlook problems and provide expert knowledge related to MS Exchange/Outlook in the role of 2nd and 3rd level help desks;
19. Having a set escalation procedure for help desk problem resolution, including escalation to third-party vendors which provide products (hardware and software) utilized in the hosted managed services;

20. Maintaining support agreements with third-party vendors (such as Microsoft, RIM, hardware, and anti-virus, anti-spam vendors) to ensure proper support for products offered as components to the hosted managed services;
21. Providing a quality assurance review/methodology for maintenance activities and enforcing installation standards; maintaining the MS Exchange environment consistent with acceptable industry best practices as well as the Port's Technology Services standards; and providing recommendations to enhance the stability, availability, and security of the MS Exchange/Outlook environment.
22. Further details on Support and Administration responsibilities of the Responder are identified in Attachment D.

Port Supplied Items:

The Port already owns or has purchased some licensing related to the services we are requesting. If applicable, the Port seeks to transfer these investments in support of this project:

1. RIM client and server licenses
2. Microsoft Outlook 2007 application licenses.

IV. SCHEDULE

The schedule for the selection process is as follows (please note that all dates are subject to change at the Port's discretion):

RFP available	October 2, 2009
Statement of qualifications/proposals due	October 22, 2009 (3 p.m. local time)
Interviews (if needed)	November 2 - 6, 2009
Final Selection Completed	December 1, 2009
Contract preparation and execution	<i>Approximately 4 weeks</i>

V. QUESTIONS ABOUT THE RFP

Respondents are expected to raise any questions, exceptions, or additions they have concerning the RFP document. If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Responder should immediately notify the named individual below of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Name
Richmond Glenn

Phone:
510.627.1396

E-mail Address:
rglenn@portoakland.com

VI. PROJECT COMPLETION TIME

The Port anticipates that the project be completed no later than May 31, 2010. If the Responder is unable to meet this schedule, the Responder shall set forth the reasons why the May 31, 2010 completion date cannot be met, the proposed revised schedule, and a justifiable business case for completion of the work on the proposed revised schedule. The Port may consider adjusting this date following review of all proposals.

VII. DESCRIPTION OF CONSULTANT QUALIFICATION

It is required that the Responder or consultant team have recent relevant experience with migration from Novell GroupWise to Microsoft Exchange and Windows Active Directory environments, and able to demonstrate experience within the last five years. It is required, that the Responder or consultant team performing the work must be experienced in MS Exchange 2003 & 2007, Outlook 2007, Windows 2003, MS Active Directory, BlackBerry Enterprise Server Versions 5.x, and the tools utilized for monitoring, administering, and troubleshooting this environment. The successful Responder shall propose the staffing to be provided to meet the hosted MS Exchange service and administration services required and identify the minimum acceptable experience level for each staffing position. This should identify the minimum acceptable MS Exchange experience and the minimum acceptable experience in supporting MS Exchange and related services in production. Technical positions related to supporting MS Windows and Active Directory should similarly specify the minimum acceptable technical experience of staff. The Responder shall meet all minimum experience levels and qualifications as agreed to by the Port in the resulting contract for any potential Responder employee who would be assigned to the Port account.

VIII. FORMAT AND REQUIRED CONTENTS FOR STATEMENT OF QUALIFICATIONS / PROPOSALS

The prospective Responder shall provide detailed scopes, schedules and estimated costs for services.

Format

The Responder's proposal should be concise, well organized and demonstrate the Responder's qualifications and experience applicable for conducting and providing services requested. Responders will be evaluated based on the information submitted in accordance with the evaluation procedures described herein. The qualification portion of the response will be limited to a maximum of fifteen (15) double-sided pages of text (30 pages). The page count does not include the Responder's cover letter or the pricing proposal.

Content

The Response submitted to this RFP must be organized in the following order and shall include all of the following sections. Submittals that are not in compliance with this requirement may be rejected.

Executive Summary:

Include a one to two page (maximum) overview of the entire response describing the highlights of the Hosting Provider's response.

Identification of Responder:

1. Legal name and address of company.
2. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required under this section for each member.
3. If company is a wholly owned subsidiary of a "parent company", identify the "parent company".
4. Name, title, address, and telephone number of person to contact regarding the Responder's response.
5. Place of business where work will be prepared.
6. Name, title, address and telephone number of individual authorized to bind the company and who may also be contacted during the period of the Provider's response evaluation.

Experience

Describe Responders experience in converting from GroupWise to Exchange and providing the environment and support for Hosted products at businesses that are similar in size and complexity.

List a minimum of three (3) successfully completed projects. For each project, provide the following information: client name and telephone number, type of work performed, role of firm, and key staff on project. If the Responder's team has sub consultants, their experience can count toward the requirement.

Responder's Detailed Scope/Statement of Work.

The Responder must describe the plan for conducting and/or provide the services requested.

- Understanding of Requirements
- Proposed Project Methodology/Approach
- Present the technical approach in sufficient detail to demonstrate the Responders understanding and ability to produce and deliver the required work product.
- The Responder shall describe in brief detail what QA/QC measures will be utilized on this project
- Provide any other information that you believe to be relevant

Warranty

The successful Responder shall represent and warrant that all services to be performed by its technicians or authorized service representatives as contemplated under this scope must be performed in a competent and efficient manner by individuals of appropriate training and experience.

Port Policy Forms:

See attachment B, F, and G.

Cost Proposal

INSTRUCTIONS (Format/Forms are located in Attachment C):

Fixed Fee Structures - The Port prefers that the Cost Proposal be based on fixed fee structures. This fixed fee structure will be the basis for compensating the Responder for all services referenced in Attachment D – Supplemental Support & Administration, contained herein. This fixed fee structure, however, must also satisfy all service level requirements documented in Section 5 of Attachment D. The fee structures shall be presented in accordance with the formats outlined in the Cost Proposal Format/Forms and instructions in Attachment C labeled Section A-D.

The Cost Proposal should be based on fixed fee structures and associated instructions as follows:

Section A: Start Up and Termination Costs

The Responder shall use Attachment C - Section A to specify any one-time start up, entry or termination transition/migration costs related to the beginning or end of the contract such as for dedicated Exchange/BlackBerry servers infrastructure, mailbox setup costs, data migration tools, etc. These costs shall be invoiced when the work has been completed or to the specifications noted in the final contract.

Section B - Per User Mailbox Cost Utilizing Windows 2003 and Exchange 2007:

Provide a recurring monthly fixed fee per user mailbox, based on the total number of user mailboxes, for providing service for the Port's current level of deployment of MS Exchange 2003 as documented in the matrix below. User mailboxes do not include conference room mailboxes or mailboxes created for system or test purposes nor contacts (custom recipients) nor mail-enabled public folders. If the service pricing includes the cost for the MS Exchange Client Access licenses, Outlook 200x client access licenses, BlackBerry Client Access licenses and/or Windows 200x client access licenses for Active Directory authentication for users, these costs should be separated with the Client Access License costs specified in Attachment C - Section D. Please specify if this cost includes any of the following: BlackBerry server, Outlook Web Access, virus protection, spam protection, content filtering, filtering of attachments by file type or extension. If not, include each of these items as part of Section C the value-added services.

Section C: Per User Mailbox Added Cost Utilizing Value-Added Services:

Provide a recurring monthly fixed fee per user mailbox as an added cost for each value-added service you may offer based on the total number of user mailboxes or users of the value-added service, for providing for or enhancing the Port's deployment of MS Exchange and its features. This added cost, if any, is above and beyond the basic fixed cost per user mailbox previously described Section B. Some examples of these value-added services include:

Outlook Web Access, anti-virus protection, anti-spam protection, wireless messaging, hosting BlackBerry Enterprise Server, providing corporate BlackBerry PIN distribution lists and management, iPhone access, additional mailbox storage, various disaster recovery options, email archiving, secure e-mail, Unified Messaging, integration with the Port's ERP databases, integration with the Port's document management system (OpenText eDoc DM software), directory sources for frequent updating of the Respondent's Active Directory forest for user account properties (such as name, job title, telephone number, location) via feed from the Port, Windows SharePoint services, Fax services, message size increase cost, additional mailbox storage per customer or group costs, public folder related costs, service level variations (guaranteed uptime), etc.. Hosting Providers should provide costs for the above value-added services. Indicate whether a bundling of value-added services would result in a reduced fee.

This fixed fee structure will be the basis for compensating the Responder for all services referenced in Attachment D contained herein. This fixed fee structure, however, must also satisfy all the service level standards documented in Attachment D, Section 5.

Pricing shall be based on the total number of user mailboxes at the end of the month. To account for growth and for addition or deletion of user mailboxes, Responder shall provide unit pricing information for a total number of mailboxes from 500 up to 600 user mailboxes. Pricing for user mailboxes and other fees as described herein shall be in the format provided in Attachment C - Cost Proposal Format/Forms. This format is intended to allow the Responder to demonstrate the benefits to the Port due to economies of scale or any unit discounts for volume. In the relevant Sections, the Responder may enter \$0 for the price per server or per mailbox if there is no charge for that item or if it is bundled under other prices provided in the proposal. For information regarding the approximate number of user mailboxes and the current volume of data and its sources refer to Attachment E – Current Technical Environment. The information provided in Attachment E may not be up-to-date due to the changing nature of the technical environment.

Section D: Miscellaneous

Client Access Licenses

Provide a one-time fixed fee per user mailbox, based on the total number of user mailboxes, for providing service for the Port's current level of deployment MS Exchange Client Access licenses, Outlook 200x client access licenses, BlackBerry Client Access licenses and/or Windows 200x client access licenses for Active Directory authentication for users, etc..

Major Version Upgrade

The Responder may be requested to perform a major version upgrade to servers associated with the hosted Exchange environment during the term of the contract such as for an upgrade to Windows 2007/Exchange 200x. The Responder must provide a unit price for major version upgrades to servers. Please include time restrictions and projected durations associated with upgrades. This price shall be for a one-time upgrade only and not represent an ongoing charge. User mailbox charges shall remain fixed unless Responder can provide a reduction or demonstrate an increase in cost basis due to the upgrade. The Price must include planning, analysis, testing, training and implementation. If appropriate, the Responder shall provide unit pricing information based on a total number of user mailboxes up to 600.

Telecommunications Services

Telecommunications Service (including circuit and network equipment - provisioning, maintenance, monitoring, etc. to two of the Port's network operations center).

Drop locations:

Port of Oakland 530 Water St. Oakland CA 94607

Oakland International Airport (Terminal 2) 1 Airport Drive Oakland CA 94621

Labor Rates (for extra work)

The Responder shall provide applicable hourly labor rates for specific Job Titles or Technical Skills. If the hosted MS Exchange environment requires integration with other third-party software products not covered by the fixed fee schedule specified in the Cost Proposal, the method of compensation will also be based on a one-time work order subject to the Responder's proposed fee structure for such integration work.

Assumptions

The Responder shall use this section to provide any information relevant to assumptions made in the Cost Proposal Forms.

The Responder should note that the Port has no preference if the hosted Exchange server is on a shared or stand alone infrastructure. The Port expects that the hosted solution provided will not be located on the Port premises. The Responder has to furnish their own hardware, software, maintenance, OEM vendor support agreements, and licenses, and any other third-party service provider agreements (such as for spam protection services and telecom circuits to connect to the Port's designated network operations centers). If the service pricing includes the cost for the MS Exchange Client Access licenses, Outlook Client Access licenses, BlackBerry Client Access licenses, and or Windows 200x client access licenses for Active Directory authentication for users, these costs should be provided separately. The Responder should also note that software and hardware maintenance and its associated costs for all software and

hardware utilized by the Responder for providing this service will be the sole responsibility of the Responder and will not be borne by the Port.

The Respondent shall describe its policies regarding "Most Favored Customers" (if any) and address how the value of that policy will accrue to the Port, such as early access to MS Exchange versions and strategy, training and certification programs, reduced costs, and in the area covering extraordinary events such as disasters (floods, terrorism, etc.). The Responder needs to address whether or not the MS Exchange Client Access licenses, Outlook Client Access licenses, BlackBerry Client Access licenses and any other client licenses are included, and at what cost, in the Cost Proposal.

IX. SELECTION PROCESS

Review and Screening of Statements of Qualifications/Proposals:

Representatives of The Port of Oakland's IT staff will evaluate the proposals received. The Port may require a personal interview at the Port of Oakland or by telephone as part of the proposal review process. If this happens, the Port plans to schedule interviews the week of November 2-9, 2009 as noted in Section IV of the schedule and is only interested in speaking with the resources that will be performing the services of this RFP.

The final selection will be made on the combined merits of both the Proposal and Interview (if needed).

Selection Criteria:

Responses will be reviewed and evaluated on the following criteria. The third and fourth criterions are equally weighted. The fifth criterion is worth up to 15% of the overall selection criteria :

1. Completeness of the response.
2. Responder's experience in completing similar work.
3. Responder's work plan:

The quality and responsiveness of the Respondent's approach and the demonstrated ability to provide the required services described in Scope of Services of this RFP. The completeness of the services proposed, the ability to satisfy or exceed the requirements of this work plan and the quality of the management and the technical approach to be used to ensure consistently high quality service. Also evaluated will be the ability to provide the Port with maximum flexibility in terms of the services provided and technologies employed while adjusting to changes in the Port's business requirements, the size of the Port over the term of the agreement, and changes in the Port's technology requirements; the ability to provide value-added services that improve quality delivered while reducing Port's costs; and the ability to provide a well controlled, secure and virus-protected MS Exchange environment. An important consideration is the analysis of business risk that the Port could incur under this contracting scenario.

- Understanding of the project requirements
 - Proposed approach and methodology to accomplish the scope of work and project goals
 - Organization and presentation of proposal
 - Proposed project timeline
4. Pricing/Cost realism – The financial terms and fees proposed for all required services. The degree and extent to which the Proposal is cost effective to the Port and the overall cost of the service. The Respondent's clear description of the methods, practices, tools and techniques that will result in cost containment, and the likelihood of those methods, practices, tools and techniques to be successfully deployed at the Port.
 5. Non-Discrimination Small Local Business Policy (NDSLBP) – Attachment F
 6. Living Wage - Attachment G

X. COMPLIANCE WITH PORT POLICY REQUIREMENTS

The selected Consultant will be expected to comply with the following Port policy requirements. The following forms should be provided as appropriate in the Appendix and will not be counted against the page limit:

Non-Discrimination Policy

Port policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

Non-Discrimination and Small/Local Business Utilization Policy (NDSLBP)

Submit all documentation requested in Attachment E, Non-Discrimination and Small/Local Business Utilization Policy. Consultant firms will receive credit for utilizing businesses that satisfy the requirements of the Port's NDSLBP.

Web-Accessed Monitoring System (WAMS)

Submitting firms are alerted that the Port of Oakland has adopted an electronic monitoring system to satisfy certain reporting requirements. The successful proposer will be required to utilize WAMS to satisfy said requirements. See Attachment F, Non-Discrimination and Small/Local Business Utilization Policy.

Living Wage Requirements

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland and San Jose area. The current Living Wage rate as of July 1, 2009 is at least \$10.83 with credit given to the employer for the provision to covered employees of health benefits, and \$12.45 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more

than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the contractor will be required to fill out the attached Employer Self Evaluation Form and Certificate of Compliance (see Attachment F) and return them to the Social Responsibility Division. (i.e., do not include these forms in your statement of qualification/proposal).

For more information, please call Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

Submit a written statement indicating that Proposer has reviewed the Living Wage Requirements, included herein as Attachment F to this Request for Proposals, and that Proposer will comply with said requirements.

Exceptions to Port's Standard Professional Services Agreement

Submission of a proposal will confirm that the Responder fully understands the provisions of the Sample Professional Services Agreement included herein as Attachment A to this Request for Proposals. To the extent that the Responder takes exception to any part of the Professional Services Agreement, all such objections shall be stated in the Proposal, specifically identifying the objectionable section, and including any of the Respondent's proposed amendments to the Professional Services Agreement. The Port will respond to the proposed amendments from the short-listed consultants prior to the interview and the Port's response will be considered final. Further participation in the Port's selection process after receipt of the Port's responses will be deemed acceptance of the Port's responses and its Standard Professional Services Agreement.

Conflict of Interest, Pending Litigation or Removal from Position Describe any arrangements, formal or informal, that the firm has with any party that might interfere with the firm's ability to provide services under this RFP. Describe any litigation, administrative proceeding, or investigation (actual or pending) in which the firm is involved or to which it is subject that might have an adverse effect on its ability to fulfill its engagements under this RFP. Indicate if your firm has been removed by any organization during the last five years, and explain the reasons for that action.

Capacity to Provide the Requested Insurance Submit a written statement indicating that Responder can secure the levels of insurance described in Section IV, Port Policy Requirements, Paragraph B, Insurance Requirements, above.

Non-Collusion Affidavit Submit a signed and properly executed copy of the Non-Collusion Affidavit included herein as Attachment B to this Request for Proposals.

Additional Provisions -The following provisions apply to this Request for Proposals:

A. Ownership of Proposal:

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent claims any copyright, patent,

or other intellectual property right in any portion of its RFP, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty free license to the Port for all such portions, and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

B. Public Records Act:

i. Per the Public Records Act (Gov. Code 6250 et seq.), the Port may make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. Any such trade secrets or proprietary financial information, which a Responder believes should be exempted from disclosure, shall be specifically identified and marked as such on the page containing such information. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

The Port reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

C. The issuance of this RFP, the submission of a response by any firm, and the acceptance of such response by The Port of Oakland does not obligate The Port in any manner. Legal obligations will only arise on the execution of a formal contract by The Port and the firm(s) selected and on approval of said contract by the Board of Port Commissioners.

D. Responses to this RFP will be prepared at the sole cost and expense of the proposing firms. No materials submitted in response to this RFP will be returned.

E. All work completed under this agreement shall become the property of the Port of Oakland without restriction to use.

F. Reservation of Rights:

The Port of Oakland may (i) amend, modify, or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all responses hereto, (v) extend the deadline for submission of responses thereto, (vi) negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (vii) cancel this RFP, in whole or in part, if The Port deems it in its best interest to do so. The Board of Port Commissioners retains the right to award this project in part or in total to the Consultant(s) of its choice, and to decide to undertake the project or to terminate the project at any time prior to approval of a formal contract.

The Port of Oakland may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses hereto or otherwise.

G. Confidentiality:

Through submission of a proposal, the Proposer acknowledges and agrees that, in the performance of the services under this contract or in the contemplation thereof, the successful Proposer may have access to private or confidential information which may be owned or controlled by the Port and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Port ("Confidential Information"). The successful Proposer agrees that all Confidential Information disclosed by Port to or held by Consultant in performance of the contract shall be held in strict confidence and used only in performance of the authorized services covered in the Scope of Work.

XI. LIST OF ATTACHMENTS

Attachment A:	Sample of Port's Professional Services Agreement (including Insurance Requirements)
Attachment B:	Non-Collusion Affidavit
Attachment C:	Cost Proposal Format/Forms
Attachment D:	Sample Supplemental Support & Administration Requirements
Attachment E:	Current Technical Environment
Attachment F:	Non Discrimination/Local Business Utilization Policy
Attachment G:	Living Wage

REQUEST FOR PROPOSALS

ATTACHMENT A

Sample of Port's Professional Services Agreement (including Insurance Requirements)

(See the attachments tab in the PDF reader)

REQUEST FOR PROPOSALS

ATTACHMENT B

Non-Collusion Affidavit

PORT OF OAKLAND

NON COLLUSION AFFIDAVIT

NON COLLUSION AFFIDAVIT TO BE EXECUTED BY THE RESPONDER AND
SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party submitting the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Responder has not directly or indirectly induced or solicited any other Responder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Responder or anyone else to put in a sham proposal, or that anyone shall refrain from proposal; that the Responder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of the Proposal or any other Hosting Provider, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Hosting Provider, or to secure any advantage against the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that Responder has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed under penalty of perjury under the laws of the State of California.

(Name of Firm)

(Signature of Principal)

Subscribed and sworn before me this ____ day of _____, 200__

Notary Public of the State of _____ (Seal)
In and for the County of _____
My Commission expires _____

(If Responder is a partnership or joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Responder [including any partner or venturer of a partnership or joint venture Hosting Provider] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.)

(If Responder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

REQUEST FOR PROPOSALS

ATTACHMENT C

Cost Proposal Format/Forms

Section A – Start Up and End of Contract Costs

Start-up Costs (include migration cost)

	Column 1
Total # of mailboxes	One-Time total cost per mailbox
1-250	\$
250-500	\$
500-700	\$

OR

One Time Fixed Fee
\$

Work details of what is included in this fee:

End of Contract Costs

	Column 1
--	----------

One Time Fixed Fee
\$

Total # of mailboxes	One-Time total cost per mailbox
1-250	\$
250-500	\$
500-700	\$

OR

List details of what is included in this fee:

Section B - Basic Services

Exchange 2007 (2GB Mailbox size) – Do not bundle one-time start up costs in this section.

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per 2GB Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Exchange 2007 (4GB Mailbox size) – Do not bundle one-time start up costs in this section.

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per 4GB Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Notes:

1. Total dollars in column 3 should be the result of column 1 multiplied by column 2.
2. The 2GB/4GB represents the mailbox limit above which the user cannot send or receive e-mail.
3. The above costs should exclude Client Access License costs, see Section D for CAL costs.

Section C – Value Added Services

Anti-Virus Services

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Anti-Spam Services

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Outlook Web Access

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Blackberry Service

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per Blackberry enabled mailbox	# of Months(base term)	Total
1-150	\$	36	\$
150-250	\$	36	\$

One-Time Fixed Set-up Fee:

Per enabled mailbox
\$

Section C – Value Added Services (Continued)

iPhone Service

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per enabled mailbox	# of Months(base term)	Total
1-150	\$	36	\$
150-250	\$	36	\$

One-Time Fixed Set-up Fee:

Per enabled mailbox
\$

Secure E-mail

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per service enabled Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

E-mail Archiving Service

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per service enabled Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Section C – Value Added Services (Continued)

Fax Service –feel free to customize this grid if price structure is based some other metric.

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per service enabled Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Additional Storage: Please specify per MB or GB per Mailbox

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost Per additional X MB/GB per Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Other Value-Added Service (Describe): _____ –feel free to customize this grid if price structure is based some other metric.

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per service enabled Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Other Value-Added Service (Describe): _____ –feel free to customize this grid if price structure is based on some other metric.

	Column 1	Column 2	Column 3
Total # of mailboxes	Monthly unit cost per service enabled Mailbox	# of Months (base term)	Total
1-250	\$	36	\$
250-500	\$	36	\$
500-700	\$	36	\$

Section D – Miscellaneous

1. Client Access Licenses for (identify product)

Total # of mailboxes	One-Time CAL Cost per mailbox
1-250	\$
250-500	\$
500-700	\$

OR

One-Time Fixed Fee:

\$

2. One-Time cost for major version upgrade such as Exchange/Outlook 2007 to 200x.

Total # of mailboxes	One-Time CAL Cost per mailbox
1-250	\$
250-500	\$
500-700	\$

OR

One-Time Fixed Fee:

\$

3. Telecommunications Service (including circuit and network equipment - provisioning, maintenance, monitoring, etc. to two of the Port's network operations center).

Drop locations:

Port of Oakland -530 Water St. Oakland CA 94607

Oakland International Airport - 1 Airport Drive Oakland CA 94621

Circuit Service Bandwidth	One-Time start-up cost for both circuits	Monthly Recurring Cost for both circuits
3 Mbps	\$	\$
5 Mbps	\$	\$
10 Mbps	\$	\$
15 Mbps	\$	\$

4. Hourly Labor Rates (for extra work)

Business hour rates apply Monday thru Friday 7:00 a.m. to 6:00 p.m. except on Port holidays. Off-hour rates apply to all other except as otherwise described within the RFP.

	Hourly Labor Rates		Hourly Labor Rates	
	Business Hours		Off Hours	
Technical Skill	System Admin	Engineer/Design/Analysis	System Admin	Engineer/Design/Analysis
<u>Application</u>				
Exchange 2007				
Outlook Client				
Windows-AD				
Window 2003				
Windows XP				

5. Cost Structure Assumptions

Please provide any assumptions or notes that you wish to provide to clarify or explain the cost structure submitted. Use additional sheets/pages if required.

Section	Assumptions/Notes/Clarifications
----------------	---

Section A – Start up & End of Contract	
Section B – Basic Services	
Section C – Value Added Services	
Section D - Miscellaneous	

REQUEST FOR PROPOSALS

ATTACHMENT D

(Sample) Supplemental Support and Administration
Requirements/Agreement

(See the attachments tab in the PDF reader)

REQUEST FOR PROPOSALS

ATTACHMENT E

Current Technical Environment

Current Technical Environment

Please note: This is what the Port has in place today and there is not an expectation that these processes need to be this way in the new environment. We are committed to improving processes to deliver better and lower priced services.

The Port's Current Design:

The Port's entire user base (approximately 550 users) is concentrated within the Oakland area at seven different sites. The Port operates a private switched network with fiber (AT&T's Opt-i-man, point to multi-point) links between locations.

The Port currently has a GroupWise7 solution deployed in a single-site hub and spoke design (Hub/GW Main is at the Jack London Square NOC, a remote server at each location (6) operates a local GW post office service). The GroupWise server infrastructure is owned by the Port, but maintained and administered by an on-call/T&M service provider. The GroupWise infrastructure also consists of a virtual Internet SMTP mail server for GW Internet Access. Anti-virus protection is provided by a Sophos product and anti-spam protection is provided by Barracuda appliance.

All GW servers are currently member servers in an e-Directory/Novell Domain. The Port also has a Microsoft Windows Server environment consisting of a NT Domain, Active Directory services, SQL Servers and IIS Web servers. The Port currently uses MS Active Directory in a limited capacity and in support of Novell Netware in certain respects. The Port is in the process to migrating to an all Microsoft AD domain/Forest. It is anticipated that all AD environment, AD user accounts, and AD domain / Forest structures will be in place prior to the design phase of this project.

The Port's desktops are maintained and managed by in-house resources, and are at a minimum standard of Windows XP (SP2), each with Microsoft Office Professional 2003 (SP3) as the current client interface. All Port staff log in through their desktops/laptops to the Port's maintained Novell e-directory and simultaneously into the Port's AD directory using a Novell desktop Client (V4.9.1. SP4). The Port utilizes Novell's Zen Works (10.0.2) for software distribution.

Mailbox and Resource Breakdown

The table below contains approximate numbers for a variety of mailboxes and resources.

User: 543

Generic (includes system & test boxes): 41

Resource: 49

Distribution lists: 15

Public folders: unknown

Shared folders: unknown

Avg. mailbox size: 1.5 GB (without any automated clean up settings enabled)

Largest Mailbox on the system: 45GB

Storage & Back-up:

The Port operates an in-house centralized disk and tape backup and recovery design. The Port uses a XioTech 3-D hardware solution for on-line disk storage. Overland Neo tape drives and BackupExpress are used to backup disk datasets containing Port data to LTO tapes. These tapes are stored off-site by the Port in the event of disaster. Data stores can be recovered from backup disk volumes in the event of corruption or other disasters or from tape, if needed. The Port's data tapes are retained for 30-days and scratched/overwritten. Currently, the volume of data backed up nightly for the mailbox servers is approximately 300 GB of data for user mailbox servers enterprise wide.

E-mail Retention Policy:

The Port has a corporate e-mail retention policy of 120 days (calendar items 180 days). After 100 days from Receive Date, e-mail is moved to a mailbox's System Cleanup folder for one week before permanent deletion from the server database. Items in the Deleted Items folder are retained for 30 days prior to purging. Deletion from this folder is based on when the item was deleted as opposed to how old the item is. Full and incremental tape backups of the environment are created daily. These backup tapes are kept for up to one year at an off-site storage facility.

Remote Access to Mailboxes

Remote access to user mailboxes is provided by the Port via Novell GroupWise Web Access and via a BlackBerry Enterprise Server. BlackBerry handheld devices and carrier service is obtained through a service provider contracted by the Port. The Port also provides remote access to users' mailboxes via a secure, authenticated, VPN connection to the Port's network environment from which authenticated users access their mailboxes via the GW client.

BlackBerry

The Port operates one BlackBerry Enterprise server(v 4.5) for support of BlackBerry devices. Total BlackBerry storage space used in no more than 45GB.

SAN Storage

The Port's XioTech solution is used to meet the storage requirements for the mailbox's located at the Jack London Square facility. The volume is configured for 303 GB. Each remote server supporting mailboxes at remote sites are currently configured with 40 GB of storage, which go directly to tape at back-up. The SAN hardware is not configured to be highly redundant. Server clustering is not in use.

REQUEST FOR PROPOSALS

ATTACHMENT F

Non Discrimination/Local Business Utilization Policy

ATTACHMENT F

NONDISCRIMINATION/LOCAL BUSINESS UTILIZATION POLICY

Non-Discrimination: Port policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

Local Business Utilization: On October 7, 1997, the Board of Port Commissioners initiated a formal policy to encourage full participation of firms from its Local Business Area, the counties of Alameda and Contra Costa ("LBA"), particularly those in its Local Impact Area ("LIA"), in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The Port will also take into consideration what efforts the prime and sub-consultants make to assist in the community, e.g., assigning meaningful work to small and/or very small local sub-consultants, participation in job/trade fairs, hiring interns, pro bono work, working with local schools, etc.

In evaluating proposals, up to 85% of the points will be allocated for technical excellence and 15% of the points for local and small local participation as follows:

- Up to 5 points will be credited proportionately (counting the whole team, prime and subs) for LIABE certified firms, and 2.5 for LBABE certified firms.
Note: LIABE/LBABE credit is given only for certified firms which have had established active offices in the respective area for at least a year at the time of proposal due date, NOT for outside firms which plan to do the project work at a LIA/LBA office;
- 3 points for an LIABE certified prime (proportionate to the share of prime work in the case of a joint venture) and 1.5 points for an LBABE certified prime;
- Up to 4 points will be credited proportionately (counting the whole team, prime and subs) for VSBE certified firms, and 2 points for SBE certified firms; and
- Up to 3 points for commitment to the Port's values and programs, e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the LIA; participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant's efforts to contribute to the economic development of the LIA.

In summary, please submit the following attachments in each copy of your proposal:

1. Attachment F-2, Chart for Submitting Data for Calculation of Preference Points. List the team members' (prime and subs) names, roles, location and LIABE/LBABE/SBE/VSBE status in the format shown in Attachment F. Be specific as to the nature and estimated percentage of the work to be performed by the prime, any joint venture partners and/or sub-consultants.
2. Attachment F-3, Local Community Participation Questionnaire, for each sub-consulting firm or individual, as well as for the prime consultant.

Any proposal that fails to complete and submit the above two items (Prime *and* sub-consultants) will not be considered. For firms headquartered outside the LIA/LBA, who wish to obtain credit for local offices, the Port will only telephone or address mail to that office and expect personnel assigned to the project to work at that office.

NOTE: Attachment F-1, Progress Payment Record for Consultants, is provided for information only, and should not be submitted at this time. When submitting invoices for payment, the successful consultant will be required to submit the information included, but not limited to the data contained in Attachment II-1 via the Port's Web Accessed Monitoring System (WAMS). It will be the responsibility of the proposer to contact Elation Systems, Inc., 155 Filbert St, Suite 249, Oakland, CA 94607, 510-764-1870, or via email support@elationsystems.com [mailto:](mailto:support@elationsystems.com) prior to commence of work for access to WAMS.

To obtain credit for these factors and for any preference points on this RFP, consultants must submit:

- A letter from the City of Oakland confirming current Local Business Enterprise (LBE) or Small Local Business Enterprise (SLBE)¹ status of the prime or any sub-consultant seeking local and/or small business credit. Firms certified by the Port of Oakland do not need to submit proof of certification. **Consultants or any team members wishing to be certified by the Port must submit a Certification Application, with all supporting documentation ten (10) business days prior to proposal due date.** The questionnaire and checklist of necessary supporting documents for certification can be obtained by email: mjones@portoakland.com or calling (510) 627-1436.

For questions or assistance regarding this section, contact Lila Zinn, (510) 627-1485, Port's Social Responsibility Division, or fax to (510) 451-1656. For assistance in obtaining local high school and college interns or local full/part time employees, call the Port's 360 Access Program Coordinator, Joann Yoshioka (510) 627-1183.

¹ SBE/VSBE acceptance based on verified gross receipts

Progress Payment Record for Consultants
Contract Payment No. _____

Please check Appropriate Boxes

Type of Consultant Contract

☐ Regular

☐ Annual./On-Call

☐ - Technical Service Order (TSO)

☐ - Work Authorization (WA)

TSO Number: _____

WA Number: _____

Project: _____ **Port Project No.:** _____

Prime

Consultant: _____ **Port's Contract Administrator:** _____

Phone: _____ **Original Contract Authorization Amount:** _____

Fax: _____ **Change Orders to Date:** _____

NOTE:

Total Contract Authorization: _____

Amount of Current Invoice: _____

For access into WAMS:

Contact: Elation Systems

510-764-1870

support@elationsystems.com

Total Invoiced to Date: _____

Total Paid to Date: _____

Please list amounts billed from and paid to each member firm of the team. For prime or JV partners or associates, list separately and include only the share due each of these firms. If annual/on-call project, please specify for each individual TSO/WA.

Each Firm's Invoiced Date	Consultant or other service provider, including prime, JV partners or sub-consultants	Total authorization amount for each firm, including change orders	Current invoice amt. for each firm	Total paid to each firm to date

Under penalty of perjury the undersigned agrees that the foregoing information is true and correct.

Signed: _____ **Title:** _____ **Date:** _____

Chart for Submitting Data For Calculation of Preference Points

Company	Nature of Work to be Performed	Prime or Sub?	Location of Firm	LIA/LBA SBE/VSBE Certification Status	Percent of Total Contract	Percent of Subconsulting Work

LOCAL PARTICIPATION QUESTIONNAIRE

(Use additional paper if necessary)

- 1. Is the consultant or large sub-consultant partnering (joint venture, association or other business alliance) with a small and/or very small local firm for this project? Yes___ No___ If the response is “yes”, how will the consultant mentor or provide a professionally meaningful share of the project for small and/or very small LIA firms on this project? Please be specific as to the nature of the relationship and the persons responsible for implementing it.**

- 2. Do any team members regularly use local students as interns in their work? Yes___ No___ If so, please state from what schools or from what programs the interns are obtained and the type of work performed by them and any other details that might be relevant.**

- 3. Will the team use local college or high school interns in this project? Yes___ No___ If the response is “yes,” please be specific as to the number of interns planned and the type of work to be assigned to them.**

- 4. Have firms in the team participated in other community projects, e.g., job fairs targeted to local neighborhoods, youth or school programs, community rehabilitation groups, etc.? Yes___ No___ If so, please give details:**

REQUEST FOR PROPOSALS

ATTACHMENT G

Living Wage

(See the attachments tab in the PDF reader)