

CITY OF ROCKWALL, TEXAS

REQUEST FOR PROPOSAL FOR DATA BACKUP SOLUTION

The City of Rockwall, Texas is accepting sealed proposals for the purchase, implementation and support of a Data Backup Solution. Sealed proposals will be accepted until 2:00 p.m., CST, October 20, 2017.

It is understood that the City reserves the right to reject any or all proposals as it shall deem to be in the best interests of City. Receipt of any proposal shall under no circumstances obligate City to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offerer (hereinafter referred to as "Contractor") whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposal.

Proposals shall include this RFP and all additional documents submitted. The proposal shall be placed in a separate, sealed envelope, marked clearly on the outside as shown below. **FACSIMILE AND ELECTRONIC TRANSMITTALS SHALL NOT BE ACCEPTED.**

Submission of proposals: One original and one copy of all proposal documents shall be sealed and submitted no later than 2:00 p.m. CST, October 20, 2017 (opening time and date) to:

Mailing Address:

Lea Ann Ewing, Purchasing Agent
City of Rockwall
385 S. Goliad
Rockwall, Texas 75087

MARK ENVELOPE: RFP BACKUP SOLUTION

ALL PROPOSALS MUST BE RECEIVED IN THE CITY'S PURCHASING OFFICE BEFORE OPENING DATE AND TIME.

LATE PROPOSALS: Proposals received in City's General Service Office after submission deadline will be considered void and unacceptable. City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the offerer without permission of the City for a period of ninety (90) days following the date designated for the receipt of proposals, and offerer so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Offerers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

SALES TAX: City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by City, shall constitute a contract equally binding between the Contractor and City. No different or additional terms will become a part of this contract with the exception of change orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions of specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Purchasing Department.

IF DURING THE life of the contract, the successful offer's net prices to other customers for the Backup Solution awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.

A PRICE redetermination may be considered by City only at the time of a model change during the year or at the anniversary date of the contract and shall be substantiated in writing (i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, wage/labor rates, etc). The offerer's past history of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best proposal. City reserves the right to accept or reject any/all of the price determination as it deems to be in the best interest of City.

RIGHT TO PURCHASE ELSEWHERE: City will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, City reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met.

DELIVERY: All delivery and freight charges are to be included in the contract price.

DELIVERY TIME: Offerer shall address number of days required to deliver the completed Backup Solution at the above referenced delivery point. Contractor shall notify the Purchasing Department immediately if delivery schedule cannot be met. If a delay is foreseen, Contractor shall give written notice to the Purchasing Department. City has the right to extend delivery time if reason appears valid. Contractor must keep the Purchasing Department advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The offerer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of City.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for negotiations. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in strict accordance with the specifications of the RFP. Council reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of City.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in RFP specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this RFP and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Department. Addenda will be

mailed to all that are known to have received a copy of this RFP. Offerers shall acknowledge receipt of all addenda.

PROPOSAL MUST COMPLY with all federal, state, county, and local laws concerning this type of product and service.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

THE Backup Solution MUST be new and unused, unless otherwise specified, in first class condition and of current version or manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS: A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

1. have adequate financial resources;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City may request representation and other information sufficient to determine offerer's ability to meet these minimum standards listed above.

REFERENCES: Offerer shall supply with this RFP a list of at least three (3) references where like services have been supplied by their firm.

OFFERER SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

CONTRACTOR SHALL defend, indemnify and save harmless City and all it's officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs which may be obtained against City growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. Contractor must state therein the reasons for such cancellation. City reserves the right to award cancelled contract to next best offerer as it deems to be in the best interest of City.

TERMINATION OF DEFAULT: City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of City in the event of breach or default of this contract. City reserves the right to terminate the contract immediately in the event the Contractor fails to:

1. meet delivery or completion schedules;
2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes City to award to another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

NOTICE: Any notice provided by this proposal (or required by Law) to be given to the Contractor by City shall be conclusively deemed to have been given and received on the next business day after such written notice has been deposited in the mail in Rockwall, Texas, by Registered or Certified Mail with sufficient postage affixed

thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any manner.

PATENTS/COPYRIGHTS: The Contractor agrees to protect City from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, City may appoint a contract administrator with the designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the City (which has the overall contract responsibilities) and the Contractor.

TESTING: Testing may be performed at the request of City, by an agent so designated, without expense to the City.

PURCHASE ORDER: A purchase order(s) shall be generated by City to the Contractor. The purchase order number must appear on all itemized invoices and packing slips. City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of Contractor; (b) name and address of receiving department and/or delivery location; (c) City purchase order number; and (d) descriptive information as to the Backup Solution and accessories delivered, including serial number, quantity, number of containers, etc.

INVOICES shall be issued within ten (10) days following the end of the preceding month for services rendered during that month. Invoices shall include copies of reports specified in Section 11.0 of the attached RFP. Invoices shall be mailed directly to: Donna Allen, City of Rockwall, 385 South Goliad, Rockwall, TX 75087.

PAYMENT will be made upon receipt and acceptance by City of all completed services and/or item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Contractor(s) is required to pay subcontractors within ten (10) days.

Backup Solution supplied under this contract shall be subject to City's approval. Item(s) found defective or not meeting specifications shall be repaired / replaced by the Contractor within one (1) week after notification at no expense to City.

WARRANTY: Contractor shall warrant that all equipment/accessories/services shall conform to the proposed specification and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The Contractor and City shall agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rockwall County, Texas.

ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without prior written consent of City.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

DISCLOSURE OF CERTAIN RELATIONSHIPS (HB 914): Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that

might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Rockwall not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Forms may be obtained on the City's website at www.rockwall.com, City Departments, Finance Department, Purchasing page.

CERTIFICATE OF INTERESTED PARTIES FORM 1295: Definition and Instructions

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

STATE OF TEXAS SENATE BILL 252 (Sept. 1, 2017) Requirement:

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 of the STATE OF TEXAS: SECTION 1. Chapter 2252, Government Code.

STATE OF TEXAS HOUSE BILL 89 (Sept. 1, 2017) Requirement:

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

SECTION 1. Subtitle F, Title 10, Sec. 2270.002. Government Code

CITY OF ROCKWALL, TEXAS
BACKUP SOLUTION SPECIFICATIONS

1.0 General Information

- 1.1 Intent: The intent of this request for proposal (RFP) is to provide offerers with sufficient information to prepare a proposal for a Backup Solution to encompass the equipment, accessories and services needed by the City. Offerer is requested to address their entire line of equipment and services.

THIS PROJECT PROVIDES A COMPUTERIZED BACKUP SOLUTION FOR THE CITY'S NETWORK.

- 1.2 **Inquiries: Any questions or requests for clarification must be submitted to the City's Purchasing Agent, in writing, no later than seven (7) business days before the RFP due date. There will be no exceptions. All responses to the questions will be sent to all offerors in the form of an addendum via email.**

- 1.3 Selection: The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposals in accordance with Texas Local Government Code, Chapter 262.

The evaluation criteria will be grouped into percentage factors as follows:

- 10% OFFERER'S QUALIFICATIONS/EXPERIENCE.
- 15% OFFERER'S TOTAL PROPOSED PRICE.
- 20% OFFERER'S SUPPORT/SERVICE.
- 15% OFFERER'S WARRANTY/MAINTENANCE.
- 40% THE PROPOSED PRODUCT MEETING CITY'S PRESENT NEEDS AND REQUIREMENTS AS WELL AS FUTURE NEEDS THROUGH ENHANCEMENTS AND UPGRADES.

- 1.4 Guidelines for Proposal Evaluation: Proposals will be evaluated using a comprehensive set of criteria. A list of these criteria is presented below:

- 1.4.1 Are the hardware, software technical and compatibility requirements addressed in the proposal?
- 1.4.2 Are the proposed products and services responsive to City's needs?
- 1.4.3 Has offerer addressed their entire line of backup solution hardware, software, accessories and services available?
- 1.4.4 Is offerer's participation and responsibility clearly defined?
- 1.4.5 Is City's participation and responsibility clearly defined?
- 1.4.6 Are high quality service, warranty and maintenance available?
- 1.4.7 What are the offerer's service hours?
- 1.4.8 Has requested information been supplied?
- 1.4.9 Due to technical nature of this product, has the offeror addressed future use of equipment, future expansion possibilities and possible upgrading?
- 1.4.10 Has accessory equipment been addressed?
- 1.4.11 Has cost, both total and itemized, been addressed?
- 1.4.12 Has offerer addressed previous experience in providing these types of equipment and services?
- 1.4.13 Has offerer addressed the type of support and repair service available?
- 1.4.14 Have installation procedures been defined?

- 1.5 Submittal: For proper comparison and evaluation, City requests that proposals address, at a minimum, Section 2.0 by number stated herein.
- 1.6 Confidential Material: Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by City to the extent allowable in the Open Records Act.
- 1.7 Contract Negotiations: City reserves the right to negotiate a contract with the selected offerer.
- 1.8 Contract Obligations: This proposal, submitted documents and any negotiations, when properly accepted by City, shall constitute a contract equally binding between the successful offerer and City. The selected offerer will be considered as the prime contractor and shall assume total responsibility for the product, accessories and services. Failure to meet obligations may result in the cancellation of any contracts.
- 1.9 Supporting Materials: All questions asked in this RFP will be used in making a selection and should be addressed by section and number.

2.0 MINIMUM SYSTEM TECHNICAL REQUIREMENTS

2.1 BELOW IS A LIST OF VARIOUS ITEMS THE CITY FEELS IS IMPORTANT FOR THIS SYSTEM TO INCLUDE:

Datto Siris3 60TB Backup Solution & Datto 36TB NAS Appliance

Datto Siris3 60TB Backup Solution - S3E60000

Setup of Datto Backup Enterprise device and configuration to protect information (programs, data, operating system, active directory, SQL, Exchange etc.). The standard configuration for this device includes a full backup of the initial information, followed by recurring incremental backups of changes every 60 minutes with retention calculated at 15% per month for 12 months. Other settings may be configured to increase or reduce the amount of information this device can protect, the frequency of the recurring backups, and the length of data retention. This DP Enterprise device has a maximum total storage capacity of: 60TB. Considerations may be made at time of purchase as to the City's anticipated growth in regard to the total space required.

Device Specifications:

13 x 6 TB (RAID 6) - Dual E5 Xeon E5-2670 V3 - 256GB
System Memory - 120 GB SSD OS Drive - Dual 10Gigabit
Ethernet - - 4U Rackmount - Input Power 2x1400W - Input
Voltage 100-240 V - Input Frequency Range 50-60 Hz.

NAS 3 Enterprise 36TB

Setup of NAS 3 36TB Appliance.

Device Specifications:

9 x 6 TB (RAID 6) - Dual E5 Xeon E5-2650 V3 - 96GB System
Memory - 120 GB SSD OS Drive - Dual 10Gigabit Ethernet - -
2U Rackmount.

SERVICE

The installation and configuration of the appliance should be performed by a Datto Certified Technician. Completion of the configuration and installation shall be marked by the successful backup of all designated City targets and replication of this data to the Datto Cloud. Onsite support travel and lodging costs should be included in the proposal.

DPE60T-CS

DATAPROTECT ENTERPRISE 60T - Cloud Storage Engineer support and escalation to Datto engineers as required. Contractor to assist in ensuring backups are running properly, assist in file/folder recovery, and assist in virtualization process. Cloud Storage for City's DataProtect Device includes: Initial seeding of

off-site storage; synchronization of recurring backups with off-site storage according to City's frequency settings; fully encrypted SOX and HIPAA compliant storage of backups in Contractor's off-site data centers for one year (City's retention policy); and off-site virtualization for up to 30 days per year. Off-site storage consists of the full image and latest backup up to one year retention. Include additional storage space cost.

DPE60T-CS

NAS 36TB - 1YR Cloud Storage

Cloud Storage for NAS device - 36TB with 1 year retention.

After each specification/feature there is a checkbox. Mark the one that represents your product.

GENERAL:

- ☐ System must support interface, content, and workflow customizations by a trained system administrator without programming.
- ☐ Ability to log system error messages, schedule and report to system administrators.
- ☐ Ability to provide on-going, 24-hour system support for functionality, technical, or business related. By way of but not limited to toll-free hotline, online chat, email, or other similar mediums.
- ☐ Ability to remotely upload/download new program releases or modifications so that software upgrades can be accomplished via telecommunication with the Vendor.
- ☐ Ability to provide automated scheduling of jobs (processes).
- ☐ Ability to support high speed back-up capability.
- ☐ Ability to support unattended back-ups.
- ☐ Ability to use system while backups are being performed without degraded response time.
- ☐ Ability to restore and view backed up records without interruption of service to the system.
- ☐ Ability to back-up live system with referential integrity intact.

2.1.3 Vendor Requirements – Installation and Support

- Vendor must offer 24/7/365 customer support.
 - Vendor maintenance plan must be all inclusive 'flat-fee' that will not require the agency to pay any additional fees for changes, modifications, and updates throughout the year.
 - Vendor must provide installation, all necessary training and support documentation.
 - Vendor must have been in business for a minimum of 5 years.
 - Solution must be provided with a 100% satisfaction guarantee.
 - Vendor must have at least 5 references for like product specifications quoted.
 - Company must have the ability to fully deploy both solutions within 30 days of receiving the purchase order.
- 2.2 Ancillary Equipment: All items and accessories (i.e. cables, components, etc.) necessary to render the Backup Solution complete, operable and ready to use shall be included as part of the package. Any item appearing in the manufacturers published specifications are to be included. Any additions, deletions, or variations shall be outlined by the offerer.
- 2.3 Quantity: The City seeks purchase an **unlimited license option**. This approximate quantity does not constitute an order, but only implies the probable quantity that the City requires.
- 2.4 Acceptance: All components, materials equipment, parts and supplies necessary to render the installation complete shall be included.
- 2.5 Warranty Service: Systems shall have a one- (2) year warranty (100% parts and labor) and tech support calls preferably taken 24/7. Please document if different.

- 2.6 Manuals: All user/owner/technical reference manuals shall be included with each type of equipment.
- 2.7 Proposer shall be an authorized dealer for the product proposed.

3.0 ADDITIONAL POINTS TO BE ADDRESSED

- 3.1 Installation Procedures: Offeror shall address installation procedures, estimated setup time required, and cost, if any. If included in price of equipment, please state.
- 3.2 Delivery/Installation Time: Offeror shall state length of time necessary to deliver and/or install.
- 3.3 Product Enhancements: Explain possible product enhancements/upgrades that may be available. Can additional features be added to the purchased product?
- 3.4 Optional Maintenance Contracts: Are optional maintenance contracts available? If so, please address maintenance coverage, special arrangements, staff, and service times.
- 3.5 Offerer's Principal Location: Give your principal location address with applicable contact information.
- 3.6 Descriptive Literature: Please provide all available descriptive literature on Backup Solution and enhancements.
- 3.7 Historic Background: Provide a historic background of offerer's company.
- 3.8 Experience: How long have you been selling this type of equipment? Give experience and background.
- 3.9 The successful firm shall assume single source responsibility and will be the sole point of contact for all system delivery, installation, operation, testing, training, warranty, maintenance, problem determination and resolution.

4.0 COST SUMMARY

*Please use the following as a guideline for cost quotation.

Total Implementation/Contract Cost	\$ _____
Total Software License Cost	\$ _____
Total Installation/Training Cost	\$ _____
Total Migration/Data Conversion Cost	\$ _____
Auxiliary Module Cost and Description	\$ _____
Additional Hardware and Miscellaneous Costs	\$ _____
Contractor Estimated Travel Costs	\$ _____
Yearly Ongoing Software Maintenance Cost	\$ _____
Yearly Ongoing Costs not mentioned	\$ _____

- Delivery/Project completion: _____ number of calendar days from receipt of order/contract execution.
- Payment terms - Net 30 days if not otherwise indicated: _____
- Discount for early payment: _____
- Discount on Licensed Software (should not be included in the above Costs) _____

Signature:

In submitting the attached Proposal, the offerer agrees that acceptance of any or all Proposal items by the City of Rockwall within a reasonable period of time constitute a contract.

FIRM/OFFERER:

BY:

Signature

Title

PRINT NAME:

ADDRESS:

OFFICE PHONE # _____ CELL PHONE # _____

EMAIL ADDRESS: _____

RETURN ENTIRE PACKET AND
ALL DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL

PUBLIC NOTICE

**CITY OF ROCKWALL, TEXAS
REQUEST FOR PROPOSALS**

Sealed Proposals addressed to the Purchasing Agent, City of Rockwall will be received at City Hall, 385 South Goliad, Rockwall, Texas 75087 until 2:00 p.m. CST on October 20, 2017 for a Data Backup Solution. All submitted proposals duly received will be publicly opened and the names of the proposers read aloud. The City reserves the right to reject any or all proposals, waive formalities, re-advertise, re-bid and considers the most advantageous proposal thereof. Proposal packet may be examined and or obtained without charge at City of Rockwall Finance Department, 385 S. Goliad, Rockwall, TX 75087 972-771-7700 and available on the City's website www.rockwall.com.

Publish text above line only

Publish Dates:

October 6, 2017
October 13, 2017