



Finance Department

PURPOSE OF REQUEST

The Town of Gila Bend (Town) is requesting a proposal for a provider to provide full IT services along with an option to upgrade Gila Bend's current phone system. This proposal is to include 24/7 server monitoring and management, as well as full understanding and maintenance of Gila Bend's infrastructure and technical environment.

I SCHEDULE / TIMELINE

The Town will attempt to follow this timetable, which should result in a final selection by

TASK	DATE
Issue RFP	11/2/2016
Deadline for submitting questions	11/17/2016
Deadline for Submittal of Proposals	11/30/2016
Selection Made	12/13/2016

II INSTRUCTIONS / GENERAL INFORMATION

- A. All questions are to be forwarded to:
- Michael Celaya, Town Manager
 Town of Gila Bend
 644 W. Pima / PO Box A
 Gila Bend AZ 85337
 (928) 683-2255
mcelaya@gilabendaz.org

Note that the deadline for submitting questions is by

- B. All proposals must be received by no later than 4:00pm on 11/30/2016. Proposals may be submitted as an email attachment in PDF or Microsoft Word to: bturner@gilabendaz.org. Note that faxed proposals will not be accepted.

OR

Sealed proposals may be submitted. Sealed proposals must be clearly marked in the lower left-hand corner "RFP – IT and Phone Service". An original and four (4) copies of the sealed proposal must be delivered to:

Town of Gila Bend
 Attention Beverly Turner – Town Clerk
 644 W. Pima Street
 Gila Bend, AZ 85337



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- C. All proposals must include the following items as described on Attachment B:
 - 1. Firm Information
 - 2. Statement of Individual Qualifications
 - 3. Proposed Fee Schedule

- D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required or desired. Emphasis should be on completeness and clarity of content. Use recycled paper for responses and any printed or photocopied material created pursuant to a contract with the Town whenever practicable. Use both sides of the paper for any submittal to the Town whenever practicable.

- E. The Town is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a proposal are encouraged to provide contact information to Beverly Turner, Town Clerk @ bturner@gilabendaz.org. Providing contact information will allow the Town to provide notification if an addendum to the RFP is issued or the RFP is cancelled. Those who choose not to provide contact information are solely responsible for checking the Town's website for any issued addenda or a notice of cancellation.

III SCOPE OF SERVICES

The services the Town would expect an IT Provider to fulfill is defined in the "Scope of Services," provided as Attachment A.

IV TERMS AND CONDITIONS

- A. The Town prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.

- B. The Town reserves the right to reject any and all proposals that are deemed not responsive to the needs, and to waive minor irregularities in any proposal.

- C. The Town reserves the right to request clarification of information submitted, and to request additional information on any proposal.

- D. If a selection is made as a result of this RFP, a contract with fixed/known prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer. Negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- E. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.



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- F. The Town reserves the right to award any contract to the next most qualified proposer, if the successful provider does not execute a contract within 30 days of being notified of selection.
- G. The contract resulting from acceptance of a proposal by the Town shall be in a form supplied or approved by the Town, and shall reflect the specifications in this RFP. A copy of the proposed contract is available for review (see attachment C). The Town reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP.
- H. The Town shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP.
- I. This term contract shall be in effect for a one-year period upon execution. The contract may be extended for three (3) additional one-year periods at the option of the Town.
- J. Proposals and evaluation materials submitted under this RFP shall be considered public documents and with limited exceptions, proposals that are recommended for contract award will be available for inspection and copying by the public. The Town may request an electronic copy of your proposal response at a later time for this purpose.

V EVALUATION PROCESS'S

Town Staff will evaluate proposals. Evaluations will be based on criteria outlined herein, which may be weighted by the Town in a manner it deems appropriate. All proposals will be evaluated using the same criteria. The criteria used will be:

- A. Responsiveness to the RFP
The Town will consider all the material submitted to determine whether the proposer's offering complies with the RFP documents.
- B. Ability to Perform Required Services
The Town will consider all the relevant material submitted by each proposer, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of providing services of the type and scope specific to the RFP.
- C. Fees
Proposed fee schedule as described in Attachment B



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ATTACHMENT A IT Provider - SCOPE OF SERVICES

The services to be provided by the IT provider is to include, but are not limited to, the following:

- A. Monitoring and management of all work stations
 - Evaluate and establish asset inventory
 - Manage all licensing and renewals of all software
 - Provide Virus Protection
 - Provide Online Threat Protection
 - Provide Office 365 Management
 - Provide Patching

- B. Monitoring and management of Client owned Servers
 - Asset Inventory
 - Provide Virus Protection
 - Manage all licensing and renewal of all hardware and software
 - Manage server backup for on and off site locations
 - Patching
 - Remote 24/7 monitoring
 - Remediation for any incidents

- C. Onsite support when deemed necessary
 - Could include scheduled support visits

- D. Generate and assist in upgrading the Clients Current Telecommunication system
 - Provide recommendation of products available
 - Provide lease vs. purchase options, which could include negotiating costs associated with each option

- E. Infrastructure Inspection
 - Evaluate current Assets and provide recommendations for future infrastructure procurement



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ATTACHMENT B STATEMENT OF QUALIFICATIONS

A. Firm Information

1. Describe the experience of your firm in providing IT services. Identify the total number and level of experience of all technicians employed by your firm who will be providing IT service for the Town of Gila Bend.
2. Identify the number of clients for which your firm currently is under contract to serve as IT providers and any letters of recommendation for such customers.
3. Identify the location of the base office for the individuals who will be assigned to the Town of Gila Bend.

B. Individual Qualifications

1. Identify the individual who will initially serve as the primary point of contact with the Town under this contract and the other individuals of the team who are expected to work on Town transactions. Describe the type of work each is expected to perform.
2. Provide brief biographical information for each of these individuals that identifies their educational background, work history, and past responsibilities serving the IT industry.
3. Provide three references (name, title, employer, address, and phone number) for the person who will serve as the primary point of contact.

C. Fee Proposal

1. Please state your fee proposal for the scope of work as the Town's full time IT Provider as described in Attachment A. Please document any key assumptions made in developing the fee proposal and any other contingencies we should be aware of.
2. Please indicate any fees or hourly rates for special projects.



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ATTACHMENT C SAMPLE CONTRACT

IT PROVIDER SERVICES AGREEMENT PROVISIONS FOR THE TOWN OF GILA BEND

The Town of Gila Bend, Arizona, a municipal corporation (hereinafter the "Town") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Provider agrees to perform the services described in Attachment ____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to IT Provider for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. The Provider shall be paid monthly based on invoices submitted as per the conditions of the agreement
- D. The Town shall have the right to withhold payment to Provider for any work not completed in a satisfactory manner until such time as Provider modifies such work to the satisfaction of the Town.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the Town an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The Town reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to Provider in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Provider pursuant to this Agreement, shall be provided to the Town. In the event the Town terminates prior to completion without cause, provider may complete such analyses and records as may be necessary to place its files in order. Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.



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IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents, which are developed, compiled, or produced because of this Agreement, whether or not completed, shall be vested in the Town. Any reuse of these materials by the Town for projects or purposes other than those that fall within the scope of this contract or the project to which it relates, without written concurrence by the Provider will be at the sole risk of the Town.

The Town acknowledges the Providers plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Town upon completion of the work. The Town agrees to hold harmless and indemnify Provider against all claims made against Provider for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the Provider and the Town, and may be used as either the Providers or the Town sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Town Manager for the Town of Gila Bend shall review and approve the Providers invoices to the Town under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Provider, and shall coordinate all communications with the Provider from the Town.

VI. SUCCESSORS AND ASSIGNS

The Provider shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the Town.

VII. NONDISCRIMINATION

Provider shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. HOLD HARMLESS/INDEMNIFICATION

Provider shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney



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fees, arising out of or resulting from the acts, errors or omissions of the Provider in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

IX. LIABILITY INSURANCE COVERAGE

The Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Town.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:



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1. The Provider's insurance coverage shall be primary insurance as respects the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be excess of the Provider's insurance and shall not contribute with it.
2. The Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage

Provider shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

X. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Provider shall comply with all applicable State, Federal, and Town laws, ordinances, regulations and codes. Contractor must obtain a Town of Gila Bend business license or otherwise comply with Gila Bend's Municipal Code Chapter 7.02.

XI. FUTURE SUPPORT

The Town makes no commitment and assumes no obligations for the support of Provider activities except as set forth in this Agreement.

XII. INDEPENDENT CONTRACTOR

Provider is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the Town. Provider agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Provider is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The Town shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of



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consultant.

XIII. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The Town may desire to have the Provider perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____ . Additional work shall not proceed unless so authorized in writing by the Town.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Provide rand the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

PROVIDER:

TOWN OF GILA BEND:

By: _____

By: _____

Date:

Date:

APPROVED AS TO FORM:

Steve McClure – Town Attorney

Date: