



**GENESEE COUNTY PURCHASING DEPARTMENT**  
GENESEE COUNTY ADMINISTRATION BLDG.  
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**ERIC F. HOPSON**  
Purchasing Director

September 10, 2012

**GENESEE COUNTY REQUEST FOR PROPOSALS #12-031**

Sealed proposals will be received until **3:00 p.m. (EDT), Monday, October 1, 2012**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502 for a **NETWORK INFRASTRUCTURE AND STORAGE SOLUTION FOR GENESEE COUNTY**.

A **pre-proposal meeting** will be held at the Genesee County Administration Building, 1101 Beach Street, Room 301, Flint, Michigan 48502, on **Monday, September 17, 2012 at 2:00 p.m. (EDT)**. Representation shall be limited to three persons per prospective proposer, due to limited space available. Attendance is not mandatory, but highly recommended. Questions related to the request for proposal and requirements set forth in this solicitation will be addressed. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Genesee County Purchasing Director.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE: Monday, October 1, 2012 @ 3:00 PM**  
**PROPOSAL REQUEST NUMBER: #12-031**

*Eric F. Hopson*  
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ERIC F. HOPSON, PURCHASING DIRECTOR

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Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

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# REQUEST FOR PROPOSALS (RFP) #12-031 NETWORK INFRASTRUCTURE AND STORAGE SOLUTION FOR GENESEE COUNTY

## SECTION 1. INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Monday, October 1, 2012**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A **pre-proposal meeting** will be held at the Genesee County Administration Building, 1101 Beach Street, Room 301, Flint, Michigan 48502, on **Monday, September 17, 2012 at 2:00 p.m. (EDT)**. Representation shall be limited to three persons per prospective proposer, due to the limited space available. Attendance is not mandatory, but highly recommended. Questions related to the request for proposal and requirements set forth in this document will be addressed. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Genesee County Purchasing Director.
3. **Submit one (1) original, four (4) hardcopies and one (1) electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at ([http://www.gc4me.com/departments/purchasing/open\\_bids.php](http://www.gc4me.com/departments/purchasing/open_bids.php)) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
6. The County's Standard Proposed Contract is attached (Attachment 2) to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your

proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

7. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

8. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
9. Proposal Format: Proposals are to be submitted in the format outlined in Section 8. (**FORMAT OF PROPOSALS / PROPOSAL CONTENT**) to be deemed responsive.

## **SECTION 2. STANDARD TERMS & CONDITIONS**

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals,

Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.

4. **Cancellation; Rejection of Proposals:** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals:** It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
6. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible

for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

11. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
  - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
  - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
  - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
12. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
13. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
14. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
15. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
16. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract

documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.

17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety:** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter	Galliver Building
County Courthouse	Mt. Morris 67th District Court Building
County Administration Building	

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

### **SECTION 3. ADDITIONAL TERMS AND CONDITIONS**

1. **Purpose:** Through this RFP, Genesee County (“the County”) is requesting proposals from qualified firms to assist in revamping our IT Infrastructure. This change will involve the replacement of our network core switches, physical servers to support a virtual server environment, a storage area network (SAN), a backup solution, and Microsoft licensing.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of Genesee County Information Technology Department. The contact person is Mr. Eric F. Hopson, Purchasing Director, Genesee County, 1101 Beach Street, Room 200, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and [ehopson@co.genesee.mi.us](mailto:ehopson@co.genesee.mi.us). Email is the preferred method of contact.
3. **Questions & Inquiries:** In preparing proposals, prospective proposers are advised to rely only upon the contents of this RFP and written clarifications (addenda) issued by Genesee County. All questions regarding this RFP shall be submitted in writing by mail or email, and received no later than **Friday, September 14, 2012 by 5:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing, as an addendum, by Genesee County. Telephone questions will not be answered.
4. **Errors, Omissions, and Discrepancies:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Director of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting a proposal or it shall be waived by the proposer.
5. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/departments/purchasing>). Further, all proposers shall acknowledge having seen any and all addenda issued (1, 2, 3, etc.) on the Signature Page.
6. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. All costs incurred in the preparation of a proposal to this RFP or any costs prior to approval of a contract by Genesee County and formal notification to the selected proposer will be the responsibility of the proposer, and will not be reimbursed by Genesee County.
7. **Proposal Modifications:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal opening date, may be made in accordance with the Genesee County Purchasing Regulations.
8. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.



9. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 8. In addition, at least one of the proposals submitted shall include an **original signature** of the official authorized to bind the proposer to its provisions.
10. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, and conditions set forth in the Standard Proposed Contract and this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
11. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from all terms, conditions, specifications and requirements associated with this solicitation.
12. **Brand Names or Equivalents/Approved Alternates:** The use of brand names in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Therefore, proposers may submit proposals containing other items/products for the County's consideration. Genesee County shall have sole authority in determining the appropriateness of the proposed items/products and designating the items as equivalents/approved alternates.
13. **Validity Period:** Any proposal submitted as a result of this Request for Proposals shall be binding on the proposer for 120 calendar days following the due date.
14. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
15. **Clarification of Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Prospective proposers may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Director.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

16. **Best and Final Offers:** Negotiations may be undertaken with those proposers whose proposal based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. Genesee County will determine if it is in its best interest to seek a "Best and Final Offer" from prospective offerors that submitted proposals. Soliciting Best and Final

Offers may provide short listed firms the opportunity to amend or change their proposal to make it more advantageous to Genesee County. Genesee County reserves the right to choose whether or not to exercise this option. The contract that may be entered into will be awarded based on the proposal and possible Best and Final Offer that is the most advantageous to Genesee County.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

17. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. If a prospective proposer includes any proprietary information in a proposal that it wishes to keep confidential, the prospective proposer shall label the information confidential, make such request in writing and provide justification to support the request for confidentiality.
18. **Acceptance of Proposal Content:** The contents of the proposal of the successful offeror and its Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation or termination of the contract.
19. **Project Manager:** The proposer must provide a commitment that the Project Manager the proposer assigns to the project will be committed for the life of the project. And if there is any change in staff from the original Project Manager the County has the right to approve those changes to the project.
20. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
21. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
22. **News Release:** News releases pertaining to this RFP or the application and services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the Contract Administrator. No information regarding the procurement and services shall be released without prior approval of the Contract Administrator.

## SECTION 4. PROCUREMENT TIMETABLE

Time is of the essence in completing this procurement. The following timetable shall be used as a working guide for planning purposes. Genesee County reserves the right to adjust this timetable as required during the course of the procurement.

Request for Proposals Issued	September 11, 2012
Deadline for Written Questions	September 14, 2012
1 <sup>st</sup> Addendum Issued	September 19, 2012
Proposals Due In Purchasing	October 1, 2012
Contract Effective Date	November 1, 2012

## SECTION 5. MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements.

At a minimum, the following requirements are necessary for the submission of a proposal:

1. **Financial Stability:** Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. **Core Competency:** The proposer must be primarily or significantly engaged in providing the solutions and services as required in this solicitation.
3. **Years of Experience:** All proposers must have at least five (5) years of qualifying, direct experience, as determined by Genesee County, in the provision of network Infrastructure & storage solutions (including: implementation, training and support) for large government and corporate entities.
4. **Professional Experience & Qualifications:** The proposer's personnel and management to be utilized in the services required shall be knowledgeable in this market with demonstrated expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
5. **Proposer's Cooperation:** Willingness to supply information requested by Genesee County concerning a determination of its responsibility. If the proposer fails to supply any requested information, Genesee County will base its determination of responsibility upon any available information or may find the proposer non-responsive and not responsible if such failure is unreasonable.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

## **SECTION 6. BACKGROUND INFORMATION & OVERVIEW**

Genesee County's Information Technology Department ("IT") provides computing and communications services in support of the County's services to the community. To deliver those services IT has implemented and maintains a computer server platform environment of over 40 servers based on Intel, Microsoft, and Dell PowerEdge Series technologies.

Today, over 30 of the servers run on four VMware physical servers which are maintained by a virtual vSphere server. An additional 10 servers run on individual physical machines and will be converted to virtual using VMware Physical to Virtual conversion software.

The County maintains several mission critical servers that are both virtual and physical. It is imperative that the migration to the new server/SAN environment requires minimum downtime.

The existing core switch components are detailed below:

- |  |                  |
|--|------------------|
| • SWITCH CISCO 4507 CHASSIS                    | WS-C4507R-E      |
| • SWITCH CISCO 4507 SUPERVISOR II-PLUS IOS     | WS-X45-Sup6L-E   |
| • SWITCH CISCO 4507 SUPERVISOR II-PLUS IOS     | WS-X45-Sup6L-E   |
| • SWITCH CISCO 4507 24-Port Line Rate SFP Card | WS-X4624-SFP-E   |
| • SWITCH CISCO 4507 24-Port Line Rate SFP Card | WS-X4624-SFP-E   |
| • SWITCH CISCO 4507 48-Port POE 1G Card        | WS-x4648-RJ45V+E |
| • SWITCH CISCO 4507 48-Port POE 1G Card        | WS-x4648-RJ45V+E |

The current SAN environment consists of the following:

- 3 Different SAN Environments
  - EMC CX3
    - 1.5TB Usable
    - Historical data for GIS Department
    - Single Brocade switch
  - EMC CX4
    - 11TB Usable
    - VMware Storage
    - Image Storage for two other servers
    - Single Brocade switch
  - EMC Centera
    - 12TB Usable
    - Historical data for Register of Deeds, Medical Examiners, Friend of Court, and Circuit Court Reporting

The current virtual server environment consists of the following:

- Four Virtual Servers – PowerEdge2950 Servers in 2 Different VMware Clusters
  - Cluster 1 – PowerEdge2950 – 8x2.66 GHz, 32GB RAM, 2.8TB of space
  - Cluster 2 – PowerEdge2950 – 8x2.66 GHz, 32GB RAM, 3.5TB of space
- Storage Area Network
  - EMC CX4
  - Two redundant Controllers
  - Storage
    - 11TB of Usable Storage
    - 500GB of free, unallocated space
- One Virtual VMware vCenter server with VMotion, HA, DRS capabilities

The Current backup environment consists of the following:

- Two Backup Solutions
  - Unitrends Backup Appliance –
    - Facilitates Bare Metal Restores, SQL Backups, and DMZ Server backups
    - 1 TB space for backups
  - EMC NetWorker 7.6
    - Backup space on ExaGrid 4TB/4TB DeDupe appliance

Our current infrastructure is at full capacity for storage with no room for growth. Separate storage, server, and core solutions are pieced together with no unity standard or long term goal which has led to high administration overhead. Our current infrastructure doesn't fit our operating structure of a rapidly changing environment; we're unable to meet quickly arising demands.

## **SECTION 7. STATEMENT OF WORK/SERVICES**

### 1. Objectives:

- A. Replacement of the existing Cisco core switch to support the growth of the County network and support the new server/SAN environment.
- B. Replacement of the existing servers and SAN that are at maximum capacity to support the growth of the County's VMware virtual server environment.
- C. Replacement of existing backup infrastructures that can support virtual and physical environments. Support for Exchange 2003-2010, Microsoft SQL 2008, VMware v5, DeDuplication, and replication.
- D. Update required licensing for Microsoft Server Operating Systems, Application Servers, and User Client Access Licenses.
- E. Provide solutions that are easy to manage, offers the necessary performance, and provides a growth path for the County over the next several years. All systems must be able to be expanded by adding components without any major cost outlays.

- F. Migrate data from existing storage platforms to new SAN and virtualize physical boxes to new VMware Infrastructure while minimizing system downtime for mission critical applications.
- G. Position Genesee County for future networking technologies, growth, and initiatives including Cloud computing, Disaster Recovery, and reducing Total Cost of Ownership.

## 2. Functional & Technical Requirements

- A. Core Switch
  - Redundant switch hardware configuration.
  - Switch stacking capabilities, ability to make stacked switches appear as one.
  - 10GB ports for server and switch uplink connectivity.
  - 40GB connectivity option for future network enhancements.
  - Redundant power supplies.
  - SFP+ port connectivity.
  - SFP port connectivity.
  - 48 Port POE connectivity option required to handle VOIP phones.
- B. SAN Solution
  - 40TB base usable storage after RAID implementation and expansion capability without major cost outlays.
  - Provide additional quotes for addition of 10TB space growth with high speed disks.
  - Storage
    - Expansion of existing disk without requiring system overhaul or downtime of data to end users.
    - Thin Provisioning of disk and space allocation.
    - Mutli-tiered storage with automatic data progression on block-level.
    - Ability to mix and match drive types and sizes for storage tiers.
    - Chargeback solution for disk usage based on volume.
  - Controllers and Connectivity
    - Fault tolerant storage controllers, must not have a single point of failure between controllers, within controllers, or share a common backplane, and must be configured in active/active mode.
    - Controllers must allow expansion, replacement, or upgrade of controllers without affecting existing system and data availability.
    - Redundant 8GB Fibre connectivity with MPIO support, NPIV, and no single source of failure.
    - Redundant 10GB iSCSI connectivity with MPIO support and no single source of failure.

- Other Features
  - Instant Replay capabilities to have multiple point-in-time copies of data. These blocks of data must not occupy additional disk space, and must be able to be re-assigned to other systems.
  - Support for synchronous and asynchronous replication.
  - Bi-directional replication support, and to dissimilar hardware configurations without requiring additional 3<sup>rd</sup> party software.
  - Enterprise management software to support local and remote SANs, and reporting capabilities.
  - Sub-Admin capabilities to manage volumes and servers through management software with delegated access.

#### C. Servers

- 4 VMware server hosts, each with 2x 6 core Intel processors.
- 96GB RAM per host with expansion slots available for additional memory.
- 1 10Gbps card per host with 2 ports on each card.
- 1 8Gps card per host with 2 ports on each card.
- Configuration for redundant support of the internal network, DMZ, VMotion.
- Redundant power, cooling.
- Redundant network connections.
- Network management port for remote system administration.
- Mirrored drives.
- Servers may be rack or blade servers.

#### D. Backup Solution

- Support for VMware 5 cluster environment.
- Windows Servers file level restores.
- Bare Metal Recovery.
- Exchange Database and single item recovery.
- SQL Database and single record recovery.
- Global DeDuplication for data.
- Replication to remote site for future DR purposes.
- Recovery Point Validation of data backed up.
- Recovery to dissimilar hardware.
- Separate hardware/disk space for backup target.
- Data retention needs to be as follows:
  - Yearly backups – 10 years
  - Monthly Backups – 1 year
  - Daily Backups – 2 months

#### E. Licensing

- All upgrades are contingent on Microsoft Licensing Practices. If such upgrades are not possible, present alternatives.
- Agreement with Microsoft for volume licensing – Present options – All contracts will require separate legal review by Genesee County.
- New - 8x Microsoft Datacenter Proc with SA.
- New - 2x Threat Management Gateway Per-Proc with SA.

- New – 2x Exchange 2010 Standard with SA.
- Upgrade - 1x Exchange 2003 Standard to Exchange 2010 Standard with SA.
- Upgrade - 1x Exchange 2010 Standard upgraded to include SA.
- Upgrade - 2x SQL Server 2008 Standard 1 Proc to 8x Core Microsoft SQL 2012 Standard with SA.
- Upgrade – 133x Exchange server 2000 CAL to Exchange server 2010 CAL with SA.
- Upgrade – 73x Exchange server 2003 CAL to Exchange server 2010 CAL with SA.
- New – 794x Exchange Standard 2010 CAL with SA.
- Upgrade – 681x Windows Server 2003 User CAL to Windows Server 2008 User CAL with SA.
- New – 319x Windows Server 2008 User CAL with SA.
- All licensing should have the same start and end date for maintenance with payments being the same date every year.

#### F. Services

- Vendor will be responsible for installation of the core.
  - Work will include implementation of new core into existing infrastructure.
  - Creation of new server infrastructure network.
  - Connectivity of servers to new Infrastructure and all networks/VLANs.
- A minimum of three MIS staff personnel will be trained on the Core Switch solution with the expectation that MIS staff will be able to perform the following after the completion of training:
  - Manage the Core Network environment
    - Add new networks (VLANs).
    - Configure new networks and connect new networks to infrastructure.
- Vendor will be responsible for installation and configuration of SAN solution.
  - Work will include implementation of SAN to new VMware servers.
  - Configuration of any additional switches or networking equipment required to facilitate SAN in environment.
- A minimum of three MIS staff personnel will be trained on the SAN solution with the expectation that MIS staff will be able to perform the following after the completion of training:
  - Manage the SAN environment
    - Installation of new drives.
    - Configuration/modification of drive configurations.
    - Monitor for problems/errors in the SAN environment.
    - Create, modify, or delete volumes, replays, and replay profiles.
    - Add additional servers to SAN environment from server to SAN connectivity.



- Vendor will be responsible for installation and configuration of Backup solution.
  - Vendor will also work with MIS staff personnel to establish backup policies for servers, and data retention.
  - Testing of restoration from backup solution will also be validated
- A minimum of three MIS staff personnel will be trained on the Backup solution with the expectation that MIS staff will be able to perform the following after completion of training:
  - Manage the Backup Environment
    - Configure new backup policies.
    - Add additional servers to existing policies.
    - Perform restoration of files, email, SQL tables/databases.
- Vendor will assist in creating a new VMware environment on the new server and SAN infrastructure.
  - Vendor will assist with Physical to Virtual machine conversion for existing 2003 and 2008 physical servers.
  - Configure all networks and VLANs to new VMware environment.
  - Create high availability cluster between new servers and SAN environment.
- Vendor will provide Best Practices documentation and display examples during training and configuration for all environments.

G. Hardware

- All equipment must be new including components, and rack-mountable.
- 5 year, 24x7 warranty with 4-hour response time for onsite maintenance.
- All hardware should have the same start & end date for maintenance contracts with payments being the same date every year.
- Provide renewal price for all hardware components for an additional 5 years after the initial 5 year contract.

3. Project Management & Reporting

At the direction of the County, the Contractor's management staff shall meet with County staff to discuss topics including, but not limited to, the following: general project direction, management, and coordination; technical infrastructure and standards, statement of work clarifications; and time keeping and other project progress records. Any problems, real or anticipated, shall be brought to the attention of the County's Project Manager, and the Contractor shall provide notification of any significant deviation from previously agreed-upon work plans to the County as needed.

## SECTION 8. FORMAT OF PROPOSALS / PROPOSAL CONTENT

Proposals submitted must provide sufficient information to permit a determination that the proposer can meet project requirements and that the project plan will be successfully implemented.

Specific objectives, general work tasks and special project organization and management requirements have been developed and are detailed in this solicitation. Proposers must describe in sufficient detail how its plan and tasks will be implemented, the resources, materials and equipment which will be utilized, and how the necessary project management interactions will be carried out.

All proposals received must consist of the items referenced below and in the required format stated in this section, for a proposal to be deemed responsive.

Submit one (1) original, four (4) hardcopies and one (1) electronic copy of RFP #12-031 (Cover letter through page43). Consisting of the following:

1. Cover Letter - Business Organization: State the full name and address of your organization's corporate headquarters and, if applicable, the branch office or other subordinate element/subcontractors that will perform or assist in performing the work. In addition, provide brief information regarding the company's history as a firm identifying core competencies and experience in providing the system and services outlined in this solicitation.
2. Table of Contents: Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled ring binder index tabs. Pages may be double-sided, and must be numbered.
3. RFP #12-031 (Cover letter through page 43). Consisting of the following:
  - A) Signed Signature Page – Provide all of the required information as indicated. Additionally, at least one of the proposals submitted is to include an original signature of an official authorized to bind the proposer to the proposal response.
  - B) Executed Insurance Checklist – To be properly executed, the document should be signed by an authorized representative of the proposer and a representative of the proposer's insurance carrier.
  - C) Statement of Exceptions – The proposer shall furnish a statement on company letterhead giving a complete description of any exceptions to the terms and conditions this RFP and Standard Proposed Contract (Attachment 2). Failure to furnish this statement constitutes agreement by the proposer to comply with all terms and conditions set forth in this solicitation.
4. Management Summary: Submit a management summary of the major facts or features of the proposal, including any conclusions, assumptions, and recommendations the proposer desires to make. State in succinct terms your understanding of the problem presented by this RFP. Describe in narrative form

the management structure, methods, and procedures selected by your organization to complete the project as described in the RFP. Include evaluation and quality assurance measures. Submit the following information relative to the proposer. If a joint venture, similar information must be provided for each member of the joint venture.

- A. Company name and business address, including telephone number, fax number and Internet address.
  - B. Year established (include former firm names and year established, if applicable).
  - C. Type of ownership and parent company if any.
  - D. Brief statement of the firm's background demonstrating longevity, core competencies, and financial stability.
    - 1) Submit a brief description of proposer's corporate and other organizational history and experience in developing, installing, and supporting network infrastructure and storage solutions for government and corporate entities of comparable or larger sizes than the County.
  - E. Provide information on any contract with your firm that was terminated prior to completion in the last five years. Include details of such circumstances. The proposer must provide a description of all litigation that is pending as a defendant, and all litigation in which a judgment was made against the proposer during the previous three (3) years.
5. Key Staff and Personnel: Submit job descriptions and qualifications for each team member that will be assigned to this project. Proposer staff qualifications must include longevity with firm, relevant certifications, brief project/assignment history with your company, educational background, and employment history. This information shall include, if awarded a contract by the County, the proposer's project manager for this project.
6. Company Experience & References: Submit a description of at least four (4) relevant network infrastructure and storage solution installations. Relevant is defined as installations using the hardware and software products similar to those proposed for this solicitation and installations exhibiting the items referenced in the Statement of Work/Services. The description must provide the following information at a minimum: Organization Name, Contact Person with Address, Telephone Number and Email Address, Participating Organization, Hardware and Software Environment, Status of Implementation and Discussion of deliverables (hardware, software, support, etc.). In addition, include project description, costs, start dates, projected end dates, and actual end dates of projects successfully completed. Given the project objectives, the contractor must demonstrate an established competence with respect to VMware, servers, storage area networks, and backup solutions to achieve project objectives within time and cost constraints.
7. Implementation/Work Plan: The proposal shall include a plan and corresponding schedule for implementation of the solution including: design, engineering, delivery, installation, services and maintenance of the proposed solution. To assist in the preparation of your proposal, the County contemplates the project

will take six months from the award of contract. This plan shall include, but not be limited to, the following:

- A. Name and qualifications of the project manager (see Section 8.4).
- B. Organizational Resources supporting the project manager, i.e., number of full-time engineers and technicians, training personnel with a brief description of qualifications and any other pertinent data.
- C. Schedule for implementation showing expected milestone dates (expressed in weeks, after contract award) for each major activity, i.e., equipment delivery, cabling, installation, testing, set installation, cutover and training.
- D. A description of all tasks to be performed by Genesee County staff prior to and during cutover.

8. Hardware & Software Specifications: Provide specifications for all hardware and software detailing individual components and modules for all items based on your understanding of the requirements in this proposal. Also, provide explanations to describe the purpose of individual components and software features.

9. Maintenance and Support: Explain what is included in maintenance and support agreements. Make sure to address each of the following items.

- Is there a limit on support calls?
- Is there a limit on the number of staff persons that may call for support?
- What are the hours of support?
- What is the response time from when a call is placed?
- What are the escalation methods?
- Is there an online tracking application where tickets may be tracked, monitored, and updated?
- Does the maintenance agreement include all future software enhancements or are there additional costs for new releases or versions?

Include a copy of the proposed maintenance and support agreement as a part of the RFP response.

10. Proposer's willingness to commit to the following contractual obligations:

- A. Provide knowledge transfer to Genesee County staff regarding system implementation, integration, etc.
- B. Consent to Non-performance holdbacks
- C. Allow Genesee County to approve changes and require changes to the Contractor's project team over the life of the project.
- D. Provide Genesee County with system documentation for all application modules, including custom modifications and interfaces?

11. Additional Information:

- A. Provide a sample contract for hardware, software, and services.
- B. Provide a diagram(s) detailing server, hardware, software, and connection configuration information.
- C. Provide product data sheets and/or technical documentation.

- D. Identify challenges associated with the project and describe the processes and analysis you will utilize to address them.
  - E. Include any other information that is believed to be pertinent but not specifically asked for elsewhere in this solicitation.
12. Price/Cost Proposal: The cost proposal shall include all costs itemized that are associated with implementing a network infrastructure and storage solution including all Contractor related project management, implementation costs, equipment costs, connect costs, testing, system administrator training, user training, warranties, support costs and integration with the County's existing system(s). The Price/Cost proposal should include all applicable hardware/software maintenance fees on a yearly basis.
- The Price/Cost information required in Section 11. Cost Evaluation Worksheets is necessary to support the reasonableness of each proposal. Complete and submit Section 11. Cost Evaluation Worksheets in the format below.
- A. Components Price/Cost Evaluation Worksheet
  - B. Warranty, Training/Education, Installation & Support Price/Cost Evaluation Worksheet
  - C. Price/Cost Evaluation – All Other Charges Worksheet
  - D. Total Price/Cost Evaluation Summary
13. Demonstration of Financial Stability: Submit with the proposal your organization's most recent financial audit, annual compiled financial statements, annual consolidated financial statements, or a copy of the proposer's most recent federal income tax return. The County is seeking this information to ensure that proposers have the financial stability and wherewithal to assure good faith performance.

## **SECTION 9. EVALUATION CRITERIA**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County based on the evaluation criteria and selection procedure included in this solicitation.

Proposals will be evaluated and scored according to the following factors:

- Degree to which proposed solution fits requirements in this RFP.
  - SAN
  - Core Switch
  - Servers
  - Services
  - Backup
  - Vendor Overall Compliance
    - Vendor's experience with similar projects.
    - Professional qualifications of key personnel.
    - Estimated project fees or costs.
    - Proposal organization and format.

## **SECTION 10. SELECTION PROCEDURE**

All members of the Selection Team will review proposals by evaluating each proposal subject to the above referenced criteria. The results will be submitted to the county project manager and an average of the Team members results will be used to calculate the points for each subtotal, and total points awarded to each responsive proposal submitted. Adjustment will be made to accommodate the Preference Policy for Genesee County Businesses and Veteran-Owned Businesses.

The Selection Team may request interviews with the top three scoring proposers and may solicit Best and Final Offers (BAFOs). Selection Team members may recalculate points, based on possible interviews or BAFO scoring (if applicable), from the top three scoring proposers.

A recommendation will be made to the Genesee County Board of Commissioners. This recommendation will be the proposer with the top scoring proposal/offer. The Genesee County Board of Commissioners will make the final decision to either enter negotiations with the selected firm or not award the contact.

If the Selection Team cannot negotiate a reasonable contract with the top scoring proposer, team members will stop negotiations, disqualify the proposer and begin negotiations with the proposer with the second highest scoring proposal/offer.

## SECTION 11. COST EVALUATION WORKSHEETS

<b>Components Cost Evaluation Worksheet</b>				<b>Submitted By:</b>		
<b>HARDWARE AND CABLING COMPONENTS</b>				Date:		
Component Description	Model and Type Number	Item #	Quantity	Unit Cost	Discount per Unit	Extended Amount
<b>(A) Total Charge for Hardware</b> Use additional pages when needed add total to summary on page 26						
<b>SOFTWARE COMPONENTS</b>				Is the recommended program ___Enterprise or ___User based?		
Product Description	Model # Version & Date	Item #	Quantity	Unit Cost	Discount Per Unit	Extended Amount
<b>(B) Total Charge for Software</b> add to summary on page 26						

Customer Support Cost Evaluation Worksheet							Submitted By:
	Year 1	Year 2	Year 3	Year 4	Year 5	Total for 5 years	
(C) Warranty Charges							
(D) Annual Maintenance Charges including Customer Service							
<i>Comment/Explanation</i>							
	Course title and supporting material			Charge per person	Number of Personnel	Total for Training	
(E) Training and Education							
<i>Comment/Explanation</i>							
			Cost per hour	Estimated Number of hours	Total Installation Cost		
(F) Installation							
<i>Comment/Explanation</i>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Technical Support for 5 years	
(G) Technical Support							
<i>Comment/Explanation</i>							
Add C through G totals to summary on page 26							



# Cost Evaluation Worksheet - All other Charges

List and propose all other items and/or services for which the County will be charged, such as, but not limited to, vendor personnel support, conversion aids, freight, supplies, etc.

1. \_\_\_\_\_  
\_\_\_\_\_

1. \$ \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

2.\$ \_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

3.\$ \_\_\_\_\_

4. Use additional sheets if necessary for Items 4 through X, however the last sheet is to have all cost summarized and the total for **All Other Charges** included in item **H** on this page.

H. Total Other Charges (1 through X) Add to summary on Page 26      H. \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

# Total Cost Evaluation Summary

Total costs for equipment based on a purchase plus 5 years of maintenance and software use.

A. Components Cost Evaluation <b>Hardware Components</b> (Item A, page 23)	\$ _____
B. Components Cost Evaluation <b>Software Components</b> (Item B, page 23)	\$ _____
C. Customer Support Cost Evaluation <b>Warranty</b> (Item C, page 24)	\$ _____
D. Customer Support Cost Evaluation <b>Annual Maintenance</b> (Item D, page 24)	\$ _____
E. Customer Support Cost Evaluation <b>Training &amp; Education</b> (Item E, page 24)	\$ _____
F. Customer Support Cost Evaluation <b>Installation</b> (Item F, page 24)	\$ _____
G. Customer Support Cost Evaluation <b>Technical Support</b> (Item G page 24)	\$ _____
H. All Other Charges (Item H, page 25)	\$ _____
<b>TOTAL COSTS</b>	<b>\$ _____</b>

---

\*\*\*\*\***IMPORTANT**\*\*\*\*\*

1. The vendor is responsible for ensuring that all costs, extensions, and totals are correct.
2. "Total Costs" on this summary represents the award total.

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

## SIGNATURE PAGE GENESEE COUNTY RFP #12-031

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential bidders for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date:
5. Acknowledges the following addenda which were issued as part of this RFP:  
\_\_\_\_\_.

Name (Typed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

### Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME	POSITION
--------------	----------

E-MAIL	
--------	--

MAILING ADDRESS	
-----------------	--

MAILING ADDRESS	
-----------------	--

PHONE	FAX
-------	-----

**GENESEE COUNTY INSURANCE CHECKLIST**

**RFP Number: 12-031**

**RFP Title: Network Infrastructure & Storage Solution for Genesee County**

<b>Coverages Required</b>	<b>Limits (Figures denote minimums)</b>
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 6. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<u>X</u> 7. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 8. The certificate must state bid number and title	

**FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER**

**Insurance Agent's Statement**

**I have reviewed the requirements with bidder named below. In addition:**

\_\_\_\_\_ The above policies carry the following deductibles:

\_\_\_\_\_

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_ Insurance Agent

\_\_\_\_\_ Signature

**PLEASE NOTE #6 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED**

**Proposer's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_ Proposer

\_\_\_\_\_ Signature

**Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISED 04/08/2010**

# ATTACHMENT 1 – FINAL WEIGHTED GRADING SHEET

<b>SAN RFP Grading Sheet</b>			
<b>SAN</b>			
<b>Category</b>	<b>Grade</b>	<b>Weight</b>	<b>Score</b>
Snapshots		3	
Expandable Disk - Preset Cost		3	
40TB Usable Space		3	
Charge Back		3	
Thin Provision		3	
High Availability		3	
Tiered Storage		2	
8GB Fibre		2	
10G iSCSI		2	
Replication - Asynch		2	
Replication - Synch		2	
Management SW		1	
Sub-Admin		1	
<b>Category SubTotal:</b>			
<b>Core Switch</b>			
<b>Category</b>	<b>Grade</b>	<b>Weight</b>	<b>Score</b>
High Availability (2x Switches)		3	
10G SFP+ Ports		3	
40G QSFP+ Uplinks		3	
2x Power Supplies		2	
EEE Energy Efficient		2	
OSPF L3 Support		2	
Management SW		2	
Virtual Link Trunking		2	
48 POE Replacement		1	
<b>Category SubTotal:</b>			
<b>Servers</b>			
<b>Category</b>	<b>Grade</b>	<b>Weight</b>	<b>Score</b>
Blade Chassis		3	
10GB Ethernet		3	
8GB Fibre		3	
HA Hardware		3	
HA Network		3	
Remote Management		2	
Hardware Sizing		2	
<b>Category SubTotal:</b>			

<b>Services</b>			
<b>Category</b>	<b>Grade</b>	<b>Weight</b>	<b>Score</b>
Train Core		3	
Train SAN		3	
Train Backup		3	
Train Servers		3	
Install / Integrate Core		2	
Install / Integrate SAN		2	
Install / Integrate Servers		2	
Install / Integrate Backup		2	
<b>Category SubTotal:</b>			
<b>Backup</b>			
<b>Category</b>	<b>Grade</b>	<b>Weight</b>	<b>Score</b>
Vmware 5 Support		3	
EXC 2003-2010 Support		3	
Exc Single Email Restore		3	
SQL Cluster 2005-2008 Support		3	
SQL Single Record Restore		3	
Recovery Point Validation		3	
Deduplication		2	
Replication		2	
Recovery to Dissimilar HW		2	
Windows Support		1	
Bare Metal Restore		1	
Reporting		1	
<b>Category SubTotal:</b>			
<b>Vendor / Overall</b>			
<b>Category</b>	<b>Grade</b>	<b>Weight</b>	<b>Score</b>
Price		5	
Overall Solution		5	
Vendor Prior Experience		5	
HW/SW Support Contract		3	
Single Source Vendor for Products		3	
Energy Efficiency Hardware		3	
Future DR support/initiative		3	
Staffing Credentials / Certifications		3	
Vendor References		2	
Vendor Single point of Contact		2	
Future Cloud support/initiative		2	
<b>Category SubTotal:</b>			

Total Scoring Section			
Category	Grade		
SAN			
Core Switch			
Servers			
Services			
Backup			
Vendor/Overall			
<b>Total Score Overall:</b>			

## ATTACHMENT 2 - PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a State Entity, whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the ("Parties")).

### 1. Agreement and Authority

This Agreement is entered into pursuant to RFP/IFB # \_\_\_\_\_ issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

#### 2.2 Extension Terms

The Board has the option to extend this Agreement for up to three (3) additional one year terms (the "Extension Terms").

### 3. Purpose

This contract is entered into for the provision of revamping our IT Infrastructure. This change will involve the replacement of our network core switches, physical servers to support a virtual server environment, a storage area network (SAN), a backup solution, and Microsoft licensing.

### 4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

### 5. Compensation

The Contractor shall be paid according to the rates identified on Exhibit D. The total amount paid to the Contractor shall not exceed \$ \_\_\_\_\_. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.



**6. Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**7. Contract Administrator**

The contract administrator for this Agreement is Maxine Daniels (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

**8. Reporting Requirements**

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

**9. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**10. Warranties**

The Contractor warrants that:

10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.

10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.

10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **11. Suspension of Work**

### **11.1 Order to Suspend Performance**

Upon written order of the Purchasing Director or the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Purchasing Director or Contract Administrator has directed that the Services be suspended.

### **11.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Purchasing Director and the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Purchasing Director or Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Purchasing Director or Contract Administrator pursuant to this paragraph are compensable.

## **12. Termination**

### **12.1 Termination for Cause**

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **12.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### 12.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Agreement by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 13. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## 14. **Freedom of Information Act**

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

## 15. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

## 16. **Audit Rights**

### 16.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

#### 16.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

#### 16.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

#### 16.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

### **17. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Agreement.

#### 17.1 Notice of Cancellation

All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

#### 17.2 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified below, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by

an endorsement specifically the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

### 17.3 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## 18. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## 19. General Provisions

### 19.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

### 19.2 No Assignment

The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

### 19.3 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

### 19.4 Binding Effect

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

### 19.5 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

#### 19.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

#### 19.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

#### 19.8 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

#### 19.9 Remedies

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

**CONTRACTOR NAME**

GENESEE COUNTY BOARD OF  
COMMISSIONERS

By: \_\_\_\_\_  
**Name of Contractor Signatory**  
**Title of Contractor Signatory**

By: \_\_\_\_\_  
Jamie W. Curtis  
Chairperson

EXHIBIT A  
Description of the Services



EXHIBIT B  
Reports Required from the Contractor

Description of Report

Name and content of report

Frequency

How often?

EXHIBIT C  
**GENESEE COUNTY INSURANCE CHECKLIST**

RFP Number: 12-031

RFP Title: Network Infrastructure & Storage Solution for Genesee County

<b>Coverages Required</b>	<b>Limits (Figures denote minimums)</b>
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input checked="" type="checkbox"/> 7. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 8. The certificate must state bid number and title	

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**PLEASE NOTE #6 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED**

EXHIBIT D  
Contractor's Fee Schedule  
Date to Date