



City of Palestine, TX  
504 North Queen Street  
Palestine, TX 75801  
Sealed bids will be accepted in the above office  
By 3 PM, August 12, 2015

For RFP 2019-007 InCode Server

This City of Palestine Request for Proposal (RFP) is for the purpose of, contracting with a qualified firm to replace the City's existing computers outlined within this document. All requirements are as per specifications enclosed.

**GENERAL REQUIREMENT:** This is a Request for Proposal (see attached). All vendors offering a proposal will be required to provide estimated distance and time to the City of Palestine for future problem resolution. Local vendors that utilize the same entity for installation and future maintenance will be weighed accordingly in the decision-making process. Interested parties must submit a written proposal to perform the "Project Objectives and Scope of Services" as outlined in section 2. Proposals will be publicly opened in the City Council Chambers located at the submission location and evaluated by City staff at 3 pm, August 12, 2019.

Technical Contact Person:

Jim Mahoney  
findir@palestine-tx.org

Finance Director

Administrative Contact Person:

Teresa Herrera  
therrera@palestine-tx.org  
City Secretary

## Section 1: GENERAL INFORMATION

### REQUEST FOR PROPOSALS DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened during City Council and evaluated in private. Award will be based on the criteria set forth herein.

### DISCUSSION of PROPOSAL

An Evaluation Committee may conduct discussions with any entity who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

### NEGOTIATIONS

The City of Palestine reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the RFP and the entities proposal be incorporated in full as Contract Documents. This implies that this RFP

and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the City of Palestine as contractually binding on the successful Vendor.

#### RESERVED RIGHTS

The City of Palestine reserves the right at any time, and for any reason, to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The City may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection.

#### INCURRED COSTS

The City of Palestine will not be liable in any way for any costs incurred by respondents in replying to this RFP.

#### AWARD

Award shall be made by a committee of individuals including but not restricted to the City Manager, Finance Director, and City Council to the most responsive and responsible vendors proposed solution is determined to be the most advantageous to the City of Palestine based off of criteria defined in the "Criteria for Selection Process" outlined in Section 3. The equipment must be new and fully eligible for manufacturer's warranty. A standard formal agreement will be executed between the selected Vendor and the City. By submitting a proposal, the Consultant agrees to sign and be bound the terms of the attached agreement.

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please contact City Secretary at 903-731-8414. No interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be emailed to the bidder if the bidder has sent in notice of intent to bid on this RFP to the City Manager. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid. Only the City Manager has the authority to issue an addendum. Addenda are written documents issued by the City prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be delivered to all who are known to have received a Notice to Bid. It will be the responsibility of the vendor that prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The City will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the City Manager of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

#### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty (30) days, the City deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the City's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the City in excess of such appropriations. If no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the City thirty (30) days after written notification of termination from the City.

#### BIDS, WAIVER of IRREGULARITIES

The City of Palestine reserves the right to reject any or all bids, and to accept that bid which is in the best interest of the City. Any such decision shall be considered final.

If a proposal contains false or misleading information of any kind or does not have sufficient detail to fully evaluate the technical solution or proposed price, the City reserves the right, in its sole discretion, to reject the proposal.

The City reserves the right to award a contract without further discussion or clarifications with other vendors.

#### INSURANCE

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Texas in the following types and amounts:

1. Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

2. Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists:

Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$250,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability.

3. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

4. Professional Liability Insurance with \$1,000,000 in aggregate.

#### HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend the City of Palestine, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by an entity of the City of Palestine, their agents, servants, or employees.

#### DIRECTIONS FOR SUBMISSION

All data and documentation submitted as part of this RFP shall become the property of City of Palestine. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information as defined by the State of Texas Public Information Act.

#### Submittal Information

Three physical copies of the completed proposal along with any support documentation must be received in the office of the City Secretary, at the following address by 3 p.m. Central Daylight Time on August 12, 2019.

Please limit your response to 30 pages. Your offering must be in a sealed manila 9x12 envelope with "invitation to Bid 2019-007 InCode Server" clearly marked on the front.

Sent to: City Secretary  
City of Palestine, Texas  
504 North Queen Street  
Palestine, TX 75801

#### **Organization**

Due to the scope of this project and the responses from multiple vendors and manufacturers the basic organization of your response should be as follows:

1. Cover page with Vendor Name.
2. Vendor overview including relevant information including age of company, length of tie in the telecommunications industry, number of employees, address to nearest location responding to this RFP. Provide a minimum of three references including company name, phone number, contact information, and size of installed system. Please also include support hours, and certifications held by your organization relevant to this implementation.
3. Manufacturer overview.
4. Proposed system with cost clearly indicated and answers to questions within this RFP. This section should be detailed enough to ensure that the City evaluation committee as to have a high-level understand the systems capabilities. This could include examples, walkthroughs, and any other points of interest to aid in the selection process. This section should include deliverables to be provided by Vendor and City.
5. Marketing materials relevant to the proposed system.
6. Any assumptions the vendor has made in relationship to the City's expectations or current environment.
7. Responsibility chart and schedule defining the tasks the vendor or City will be responsible for along with estimated timeline.

8. Complete cost breakdown per site, and recommended payment schedule.
9. Anticipated reoccurring maintenance.
10. Any other information relevant to the selection process of this RFP.
11. Proposer's certificate below.

## **SUBMITTAL**

Submit only one (1) bid, multiple bids will not be accepted.

## **PRICING**

The Price Quote for Computer Hardware provided to the City of Palestine by the proposer shall consist of: The Request for Proposal (RFP) containing the detailed pricing for the Computer Hardware being requested by the City. The City reserves the right to request proposer to clarify any such Computer Hardware pricing RFP 2019-008 –COMPUTER information being submitted and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or proposer's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

## **SECTION 2: PROJECT OBJECTIVES AND SCOPE OF SERVICES**

### **SCOPE OF WORK**

Purpose:

The purpose of this Request for Proposal is to define the City's requirements for the purchase of Computer Hardware. The City seeks to purchase Computer Hardware as listed in Section 2 of the Cost Proposal.

The requirements of this RFP include: Computer Hardware configurations; warranty and service options; preloaded, manufacture support service and guarantee.

Pricing Including Shipping: The City is seeking to purchase Computer Hardware as specified in Section two. The proposer must list detailed pricing on all items listed in the Cost Proposal of all Computer Hardware. Section two details a specification/configuration of a Server. Computer Hardware quoted must be identical to or Comparable Equivalent to what is listed in the Computer Hardware specifications. Any proposal that is submitted with different Computer Hardware specifications may be excluded from the selection process.

All Computer Hardware proposed must meet business environment quality specifications.

Any proposals containing consumer home environment computer Hardware for Windows operating system will be excluded from the selection process.

Shipping with unloading of all computer hardware is to be included as part of the pricing. Delivery must be equipped with loading/unloading lift on delivery truck. The City does not have capabilities to receive deliveries to a truck docking station. Therefore, Shipping and Delivery must be included in the Vendor Proposal. Delivery Driver will be required to deliver the computer hardware to the desired location in city facility.

Computer Hardware: The City is requesting pricing for Computer Hardware according to the following quantity/breakdown.

### **Dell PowerEdge R440**

1 Motherboard

- 1 2.5" Chassis with up to 10 Hard Drives
- 1 Internal PERC
- 2 Intel Xeon Silver 4110 2.1G, 8C/16T, 9.6GT/s , 11M Cache, Turbo, HT (85W) DDR4-2400
- 2 Standard Heat Sink
- 1 Riser Config 1, 1 x 16 FH
- 1 Performance Optimized
- 1 PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile
- 1 iDrac9, Basic
- 1 On-Board LOM
- 1 Dual, Hot Plug, Redundant Power Supply (1+1), 550W
- 1 Performance BIOS Settings
- 1 UEFI BIOS Boot Mode with GPT Partition
- 1 ReadyRails Sliding Rails With Cable Management Arm
- 1 ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years
- 1 ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years
- 4 32GB RDIMM 2666MT/s Dual Rank
- 9 600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive
- 2 NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America

**Microsoft Licensing**

- 1 Microsoft Windows Server 2019 Standard - License - 16 Core - Volume - Microsoft Open License - Single Language – PC
- 110 Microsoft Windows Server 2019 - License - 1 User CAL - Volume - Microsoft Open License - Single Language – PC
- 2 Microsoft SQL Server 2017 Standard - License - 2 Core - Volume, Commercial - Microsoft Open License Program - Single Language - PC  
\*4 core minimum required

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 30 days in order to allow the City adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

State of Incorporation \_\_\_\_\_

Company/Corporation \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date of Submission

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(Signature) (Title)

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(Witness Signature) (Title)