

Specifications of Request for Proposal

SERVER AND SUPPORTING SOFTWARE

Introduction:

The Dukes County Treasurer's Office seeks to replace its existing server and supporting software. The contractor awarded pursuant to this Request for Proposals will be held to the highest quality standards applicable within the specifications listed below. It is essential that the County award contracts with the necessary skill and expertise to provide materials and workmanship pursuant to this Request for Proposals. Cost is not the key determining factor in selecting a qualified contractor. For this reason, the Dukes County Treasurer has decided to utilize the Request for Proposals process. The County Treasurer reserves the right to reject any or all proposals, or make the award with or without modifications as determined to be in the best interest of the Dukes County Treasurer's Office and the County of Dukes County.

Submission and Certification:

Proposers shall certify that the proposal is made in good faith and without collusion or fraud. Such certification is made by completing the "Certificate of Non-Collusion" provided herein as Addendum A. Failure to submit such certification shall render the proposal unresponsive.

ALL PROPOSALS SHALL BE SUBMITTED BY April 5, 2013 at or before 3:00PM. The contract award will be made no later than April 12, 2013.

ALL PROPOSALS SHALL BE SUBMITTED in a sealed three part package. The outermost package must be sealed and clearly marked "**Proposal for Computer Hardware and Software**". Contained within the outermost package shall be two separate packages:

- 1) sealed and marked "PROPOSAL" – containing the response to this request, and
- 2) sealed and marked "COSTS" – containing the cost structure associated with the proposal.

Evaluation Criteria:

Any Proposal shall be judged on:

- A statement of expertise to include understanding of the scope, experience with similar situations and information as to how the proposal will fill the specified need.

- Provision of no less than two references.

- Ability of provider to complete project in a timely manner.

- Successful execution of proposed contract (Addendum B)

Specifications:

Server (1)

- Intel Xeon Server with RAID 10 SATA drives (2TB data storage) - no spare hard drive
- Proteon P1514 Pedestal Server, Xeon Quad-Core E3-1220V2 3.1Ghz CPU 1
- 16 GB DDR-II 1333Mhz ECC Ram
- Intel S1200BTSR Server board
- DVDRW Drive
- One PCI-E 16x, two PCI-E 8x, one PCI-E 4x, one PCI 32-bit slot
- 4 bay hot swap cage
- Two 1GB Ethernet ports (1000/100 mbps)
- 3-Ware 4-channel 6 gbps RAID controller
- 3-Ware RAID Battery
- 4 Seagate 1TB SATA-II 6 gbps server-grade hard drives

Server & Backup Software

- Microsoft Windows Server 2012 Server Standard License (Govt) (downgradable to Server 2008)
- Microsoft Windows Server 2012 User CAL License (Govt) – 5 licenses
- Symantec Backup Exec System Recovery Server Edition 2011 License GOVT with support
- SyncBack Data Backup Software for new server
- VMWare ESXi Software (free edition)

Server Equipment

- Acer 17" LCD monitor for new server
- APC Smart UPS 1000 Replacement Battery (if needed)
- APC Network Management Card (for Smart-UPS 750/1000 & VMWare compatibility)
- Tripplite Line Conditioner (to fix frequent over-voltage power issues in building)

Database & Remote Access Software

Server Database Software

- Microsoft SQL 2012 Server License Govt (no software assurance), (min 5 CAL's)
- Microsoft SQL 2012 User CAL Govt (no software assurance), (min 5 clients – 5 licenses)

Remote Access (minimum 5 CALs)

- Microsoft RDS User CAL 2012 Govt (no software assurance), (min 5 licenses)

Network Attached Storage (for Server & Workstation full system backups)

- Synology Diskstation DS213 High-Performance NAS Drive
- Seagate 2 TB Desktop Hard Drives - 2
- Symantec Backup Exec System Recovery Server Edition 2012 License GOVT with 1yr support (5 licenses)

Installation Time Estimate - Labor to be billed per hour

- Prep new server, configure hard drives, network operating system, user accounts

- Deliver new server, setup on-site, connect to network cabling, shared monitor, UPS, etc.
- Convert existing 2003 file server to virtual machine on new server hardware
- Configure remote access, server backups, backup notifications, off-site backup, etc
- Convert Vipre anti-virus computer to virtual machine
- Work with Unifund software vendor to convert software to new server
- Follow-up visit to verify new equipment and backups are functioning properly

END OF SPECIFICATIONS

ADDENDUM "A"

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of person signing proposal)

(Company Name)

ADDENDUM B

TERMS OF PURCHASE/ENGAGEMENT - SERVICES

Unless otherwise expressly provided in the Proposal Package or Specifications with respect to a particular purchase or engagement by COUNTY, all purchases or engagements of services are made in accordance with and subject to the following terms and conditions:

1. **INDEPENDENT CONTRACTOR** - In the performance of its services under this Agreement, CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the parties, COUNTY on the one hand, and CONTRACTOR on the other, and neither party shall have nor exercise control or direction over the method by which the other performs his or its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.
2. **LABOR AND MATERIALS** - CONTRACTOR will furnish all labor and materials necessary to the performance of those services and warrants that all labor will be performed in a good and workmanlike manner. All services will be rendered by fully qualified workmen or professionals, duly licensed as necessary or appropriate, and that all professional services rendered in conformity with all appropriate professional standards of quality. CONTRACTOR will perform its duties in such manner as to avoid inconvenience to the users of the premises and interference with operation of COUNTY facilities. All services performed shall be to the satisfaction of the COUNTY.
3. **COMPLIANCE** - CONTRACTOR will secure any permits required to perform its duties and will comply with all applicable workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations. CONTRACTOR also certifies its tax compliance and will execute the required certification in form of Addendum C.
4. **INVOICES** - CONTRACTOR will bill COUNTY monthly for services performed indicating work performed to date and, where appropriate or requested, percentage of project completed, and COUNTY will pay the CONTRACTOR promptly following within 30 days of receipt, review and approval by COUNTY of such invoices. The invoices will be submitted to the County Treasurer for review and payment. Ordinary and necessary out-of-pocket expenses incurred for the COUNTY's benefit and previously approved in writing shall also be reimbursed after such invoicing.
5. **TERM** - The term of this Agreement shall be from the date of this Agreement until the next June 30, and may be renewed for additional terms of one year by written agreement of the parties. Either party may terminate this Agreement at any time without cause on 30 days notice to the other, or immediately, for cause, upon written notice to the other. Cause shall include breach by either party of any material terms of this Agreement.

6. **INSURANCE** - During the term of this Agreement, CONTRACTOR will carry and maintain in full force, insurance of the following types and minimum amounts with such company or companies as provided in the Proposal Package or Specifications, or as the COUNTY may by notice require. CONTRACTOR agrees that: (a) COUNTY may inspect such policies at all times; (b) CONTRACTOR will cause such policies to be properly endorsed to provide that the insurance company or companies will give the COUNTY 15 days written notice of termination, alteration or change therein; (c) CONTRACTOR will cause the insurance company or companies to furnish COUNTY, when requested, with certificates of such policies detailing the coverage therein. (d) COUNTY may, in writing, designate higher or lower limits for such insurance and CONTRACTOR will thereupon procure and maintain in full force such insurance in the amount so designated. Where required by Chapter 7 of the General Laws, CONTRACTOR shall secure, at his own expense, a Professional Services Liability insurance policy for errors and omissions in the minimum amount of One Million Dollars (\$1,000,000.00) and maintain same the duration of this project in accordance with said Chapter 7.

7. **INDEMNIFICATION** - CONTRACTOR will protect, defend, indemnify and hold the COUNTY and its Commissioners, Manager, employees, agents, officers and servants free and harmless from any and all demands, claims, causes of action, losses, fines and costs, including attorneys' fees occurring in connection with or arising directly or indirectly out of any intentional act, or any error, omission or negligent act of CONTRACTOR, its employees, agents or any subcontractor hired by or through CONTRACTOR. CONTRACTOR agrees to investigate, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of CONTRACTOR even if the claim (s) alleged are groundless, false or fraudulent.

8. **GOVERNING LAW; VENUE** - This Agreement is governed by the law of Massachusetts, and in any controversy, litigation or action arising hereunder, each party, including successors and assigns, irrevocably consents to the jurisdiction of the courts of or federal courts located in Massachusetts, agrees that venue shall be proper only there; and waives personal service of any summons, complaint or other process and agrees that services thereof may be made in the manner of other notice given hereunder.

9. **NOTICE; SECTION HEADINGS** - Any notices required or allowed under this Agreement shall be by certified mail return receipt requested to parties' respective addresses as set forth in the Agreement, or to such other address as either party may designate by such notice. Except as otherwise expressly provided in this Agreement, any decision or action by COUNTY relating to this Agreement, or its operation or its termination, shall be made by the County Treasurer and County Manager or otherwise as specifically authorized by said Treasurer and Manager. Section headings included in each paragraph are for reference only and do not affect the meaning of this contract.

ADDENDUM C

I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURN AND PAID ALL STATE TAXES REQUIRED UNDER LAW.

Signature of Individual
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

Social Security Number (Voluntary)
Federal Tax Identification Number

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C s. 49A.