



City of Goliad REQUEST FOR PROPOSALS

Information Technology Strategic Planning Consultant Services

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CITY OF GOLIAD REQUEST FOR PROPOSALS

Information Technology Strategic Planning Consultant Services

Section 1 - General Information

1.1 Time and Place for Submission of Proposals

Three (3) copies of each proposal and at least one set of attachments must be submitted no later than 5 p.m. local time on Monday, May 5, 2010, and will be received by the City Finance Officer of Goliad, at City Hall, 152 W. End Street, P.O. Box 939, Goliad, Texas 77963, for the purpose of providing Information Technology Consultant Services. Proposals received after 5 p.m. will not be accepted. Consultants accept all risks of late delivery of mailed proposals regardless of fault.

1.2 Definitions

For ease of reference, the following definitions shall apply to this Request for Proposal:

City - The City of Goliad, Texas

Contract - The agreement to be entered into for Information Technology Consultant Services between the City and the Consultant who submits the proposal accepted by the City.

RCT - Revised Code of Texas

RFP - Request for Proposal

Consultant - The person or firm submitting the proposal and/or the person or firm awarded the contract

1.3 Preliminary Schedule

Request for Proposal Released: April 2, 2010

Proposals Due: May 5, 2010

Selection: May 18, 2010

1.4 Evaluation Process

Proposals will be evaluated by a committee of City staff. Evaluations will be based on



criteria outlined herein which may be weighted by the City in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

1.41 Responsiveness to RFP

The City will consider all the material submitted to determine whether the Consultant's offering is in compliance with the RFP documents.

1.42 Capability to Perform Required Services

The City will consider all the material submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the Consultant is capable of and has a history of successfully completing contracts of this type. The following elements may be given consideration by the City in determining whether a Consultant is "capable":

- a. The ability, capacity and skill of the Consultant to perform the Contract or provide the service required;
- b. Whether the Consultant can perform the Contract within the time specified;
- c. The quality of performances by the Consultant of previous and similar Contracts; and
- d. Such other information as may be secured having a bearing on the decision to award the Contract.

Consultants shall furnish acceptable evidence of their ability to perform, such as education/certification, expertise/experience, equipment and facilities. In the event the Consultant is a company, the company shall supply the information for the company as well as the individuals who will perform requested duties. Refusal to provide such information upon request may cause the proposal to be rejected.

1.5 Proposal Modification, Clarification and Selection

The City will not reimburse Consultants for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews and presentations. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant, and to modify or alter any or all of the requirements herein. In the event of a material modification, Consultants will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.



1.6 Notification of Withdrawal

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the proposer, or by formal written notice.

1.7 Information

Questions regarding this RFP should be directed to City of Goliad Finance Officer

Marti Bolsen

City of Goliad Finance Officer

PO Box 939

152 W. End Street

Goliad, TX. 77963

Email – foexec@goliadtx.net

Phone No: (361) 645-3454

The City's records are open for examination should a Vendor wish to review the condition of the records prior to submitting a proposal.



Section 2 - General Terms and Conditions

2.1 Insurance Requirements

The City will require the Consultant, selected in this RFP process, to comply with the insurance requirements detailed in Appendix A.

2.2 Proposal Expiration

Proposals must state the period of time for which they are valid and may be accepted by the City. A proposal offering less than ninety (90) calendar days for acceptance from the date proposals are due may be considered non-responsive and may be rejected.

2.3 Year 2000 Compliancy

Any computer applications used or delivered by the Consultant in the course of work must be deemed year-2000 compliant. Year-2000 compliancy means an application or system's products, programs, files, databases, and functionality neither have nor create any logical or mathematical inconsistencies when dealing with any date before, during, or after January 1, 2000.

2.4 Affirmative Action Requirement

The City of Goliad Affirmative Action requirements will be imposed upon the Consultant awarded the Contract. The City of Goliad is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability. Minority and women owned businesses are encouraged to respond to this RFP.

2.5 Rights to Pertinent Materials

All proposals, responses, inquiries, and correspondence relating to the RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the proposal shall become the property of the City. Should the Consultant submit proprietary information in their proposal, the Consultant should clearly mark these sections.

2.6 Right of City to Reject Proposals

The City retains the right to reject any or all proposals, or any part of proposals, to waive minor defects or technicalities or to solicit new proposals on the same project or a modified project which may include portions of the originally proposed project as the City may deem necessary in its interest.



2.7 Performance (Penalties)

The City reserves the right to provide Consultant, at any point in the process, with a 30-day notice to perform as contracted or terminate the contract.

2.8 Confidentiality Agreement

The Consultant and any personnel assigned to work with the city will be required to sign the confidentiality agreement. The confidentiality agreement is meant to protect the employees and the citizens of the city as the Consultant may have access to pertinent information while working on or with the system.



Section 3 - Scope of Work

3.1 Objectives

The City of Goliad's main objective(s) to accomplish:

- Technology support and training as outlined in the Service Level Agreement (SLA)
- **Not to be included in Bid:** Cost of implementing a disaster recovery plan at a later date.
- **Not to be included in Bid:** Cost of implementing a capital improvement plan for replacement of equipment at a later date.

3.2 City Provided Resources

List of all PC's by department.

List of PC's connected to network.

List of printers.

3.3 Consultant Role and Responsibility

To provide computer support for the City of Goliad. Maintain the city's computer network, insuring the security and integrity of the system and the information stored on the system. Provide regular backups of system information, and insure that the backups are reliable, and that all of the necessary information is available on the backup. Oversee the maintenance agreements for the licensed software.

Perform a needs assessment for the City's network infrastructure. Provide recommendations of needed technology improvements, and work to improve the overall performance of the network.

Create a Capital Improvement Program Plan for the replacement of computers and future software upgrades.

Develop a disaster recovery plan, present it to staff and City Council.

Provide the City with all necessary information to allow access to all computers.

Create and maintain an inventory of all computer and technical equipment, which shall be kept on file with the city and be updated as necessary.



3.4 Deliverables

Tangible deliverables include a written City of Goliad Information Technology Business Plan. The Consultant is also to assure effective facilitation toward accomplishing the City's objectives within the desired time frame.

3.5 Personnel

All personnel performing service on the City's equipment will be subject to a background check. Consultant will provide records of the background checks to the City for their approval of the personnel to perform the services. The City reserves the right to perform additional background checks on the individuals designated by the Consultant to perform services for the City. In the event the Consultant is an individual, the Consultant will bear the cost of the background check performed by the City.

The City will have final approval of all individuals performing service to the City and may cancel this agreement if a suitable individual is not designated by the Consultant.



Section 4 - Required Format for Proposals

4.1 Checklist

The Proposal must include a completed and signed checklist and all specified attachments. The checklist and required forms appear in Appendix B.

4.2 Qualifications

The Proposal must provide a summary of the Consultant's qualifications to perform the duties outlined in the scope of work, including: 1) summary of the Consultant's experience relevant to the scope of work detailed above; 2) a description of the Consultant's organizational structure and the last organizational annual report or the current financial structure; 3) list of the individuals who would be assigned, the projects related to strategic planning and their role and 4) a list of references from current and past customers for the last three years, of comparable size and scope, who can attest to the Consultant's experience and qualifications as it relates to the scope of work described above.

4.3 Payment Terms and Conditions

The Proposal must contain a fee schedule that includes estimated hours, rates, and overall price.

4.4 Exceptions

If any of the requirements in this section are omitted, explain the reasons.

4.5 Proposal Size

The size of the proposal shall be limited to a maximum of twenty (20) pages. All other material should be included as attachments.

4.6 Other Information

The Proposal may include any other information, such as services or capability not identified in this RFP that would qualify the Consultant or contribute to the City's objectives.



Appendix A INSURANCE REQUIREMENTS

Prior to the approval of this contract by the City of Goliad, Contractor shall furnish a completed insurance certificate to the City of Goliad Finance Officer, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY OF GOLIAD SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY OF GOLIAD**, and no officer or employee of the City of Goliad shall have authority to waive this requirement.

The City of Goliad reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverage and their limits when deemed necessary and prudent by the CITY OF GOLIAD based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

Minimum Scope of Insurance

TYPE

1. Worker's Compensation Statutory
2. Employers/Volunteer Liability
Combined liability of \$1,000,000 per incident.
3. Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for:
 - a. Owned/leased vehicles
 - b. Non-owned vehicles
 - c. Hired vehiclesCombined single limit for bodily injury and property damage of \$1,000,000 per individual and \$5,000,000 per occurrence or its equivalent
4. All personnel working on city equipment shall be bonded for a minimum of \$10,000.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Consultant for changes in coverage deductibles or self-insured retentions; or alternatively, require the Consultant to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.



Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverage's

- a. The City, its officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage's

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City. The City reserves the right to cancel this agreement if the Consultant cannot provide the insurance coverage as specified in this agreement.

Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.



Verification of Coverage

Consultant shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured." The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverage's for subcontractors shall be subject to all of the requirements stated herein.



Appendix B Proposal Checklist

I have read and understand *Section 1 - General Information*

I have read and understand *Section 2 - Terms and Conditions*

The following documents are completed and attached to the Proposal:

**Non-Collusion Certificate
Confidentiality Agreement**

Signature: _____
(title)

Date: _____

Proposal Expires: _____
(date)



SERVICE LEVEL AGREEMENT

Performance

Consultant will provide timely service to the City. The level of service is dependent on the time of day and type of service. The Consultant will provide a point of contact and contact number. The point of contact will be available and provide service as listed below. In the event the point of contact is unavailable to answer the call, the Consultant will return all calls within the time frame listed.

- **Weekday hours:** The consultant will be available from 7:00 AM to 7:00 PM for onsite support within two hours of the call. If the service will extend beyond the service times listed, the consultant will refer to the terms governing the after hours support unless the City defers the service call until the next business day. In the event the designate service representative is unavailable to take the call, Consultant may use a suitable replacement with the approval of the City. Should the point of contact be unable to answer the call for service, the Consultant will return the call within 30 minutes.
- **Weekends and holidays:** The consultant will be available from 7:00 AM to 7:00 PM for telephone support within 2 hours of the call. If the City determines that onsite support after speaking with the Consultant, the Consultant will provide the support within 4 hours of the original call at the weekend and holiday rates. In the event the designate service representative is unavailable to take the call, Consultant may use a suitable replacement with the approval of the City. Should the point of contact be unable to answer the call for service, the Consultant will return the call within one (1) hour.
- **Evenings:** The consultant will provide for emergency telephone support at all other times. If the City determines that telephone or onsite support is required, the Consultant will provide the support within 4 hours of the original call at the evening rates. In the event the designate service representative is unavailable to take the call, Consultant may use a suitable replacement with the approval of the City. Should the point of contact be unable to answer the call for service, the Consultant will return the call within 30 minutes.



NONCOLLUSION CERTIFICATE

STATE OF TEXAS
COUNTY OF GOLIAD

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Goliad for consideration in the award of a contract on the improvement described as follows:

Information Technology Consultant Services

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

CORPORATE SEAL:



CONFIDENTIALITY AGREEMENT

This Agreement is entered into this ___ day of _____, 2010 by and between _____ with offices at _____ (hereinafter "Recipient") and _____, with offices at _____ (hereinafter "Discloser").

WHEREAS Discloser possesses certain information relating to the city and the citizens and employees of the city that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of _____;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way embodying Confidential Information, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.



3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, including all backup tapes and information and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (_____)

RECIPIENT (_____)

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City Provided Resources

Server:

- KDS Visual Sensations Screen
- INTEREX Surge Slayer PCS-210 TF
- Corded Compaq Mouse – Logitech M-S48
- Corded Logitech Deluxe Access Keyboard
- APC Back-UPS XS 1000
- APC Back-UPS XS 1500
- CPU System: Microsoft Windows 2000
5.00.2195
Service Pack 4
Computer: Intel® Pentium® III CPU fa
mily 1133MHz
AT/AT Compatible
1,048,096KB RAM
- Router: Motorola 12VDC
Net Gear 16 Port Fast Ethernet Switch

Utility Department:

Cash Register:

- Optquest Q7 Screen
- Logitech Cordless Mouse
- Logitech Cordless Keyboard Y-RK56A
- APC Back-UPS
- CPU System: Microsoft Windows XP Professional
Version 2002
Service Pack 3
Computer: AMD Athlon™ XP 2700+
2.16GHz, 608MB of RAM
- EPSON TM-U950P Model M114A

Utility Billing Clerk:

- Megavision Screen
- Dell Keyboard SK-8110
- Fellows Mouse 98911
- APC Back-UPS 350



- HP LaserJet 2300L Printer
- CPU System: Microsoft Windows XP Professional
Version 2002
Service Pack 3

Computer: Innovative Cyber Technologies
Brannon's Cheetah
AMD Athlon™ 64 Processor
3200+
2.01GHz, 1.00GB of RAM

Accounts Payable:

- ACER Screen
- Corded Logitech Mouse
- Corded Compaq Keyboard
- Cambridge Sound Works Speakers
- APC Back-UPS ES
- HP deskjet 6122 Printer
- CPU System: Microsoft Windows XP Professional
Version 2002
Service Pack 3

Computer: NSpire Systems Intel® Pentium®
4 CPU 3.00GHz
3.00GHz, 1.99GB of RAM

Finance Department:

- Megavision Screen
- Cordless Logitech RX650 Mouse
- Cordless Logitech Deluxe 660 Keyboard
- Logitech Speakers
- APC Back-UPS ES 350
- Brother HL-2460 Printer
- CPU System: Microsoft Windows XP Professional
Version 2002
Service Pack 3

Computer: NSpire Systems Intel® Pentium®
Dual CPU
E2180 @ 2.00GHz
2.00GHz, 1.97GB of RAM



City Administrator:

- ACER Screen
- Corded Fellow KB9938 Keyboard
- Corded A-Open Mouse
- Boston Speakers
- APC Back-UPS ES 350
- CPU System: Microsoft Windows XP Professions
Version 2002
Service Pack 2
Computer: NSpire Systems Intel® Pentium®
4 CPU 3.00GHz
3.00GHZ, .99GB of RAM

Copy Room:

- Estudio E4520c Toshiba Copier/Printer/Scanner/Fax
- HP Officejet 6310 All-in-One Copier/Printer/Scan
- APC Back-UPS ES 500