Request for Proposal

MICROSOFT ENTERPRISE AGREEMENT LICENSING

The Lincoln County IT Department is seeking to contract with an individual or entity to be the servicer of our Microsoft Enterprise Agreement over the next three year term.

Specifications and instructions may be obtained from Travis Spoehr, Information Technology Director at the Information Technology Department (801 N. Sales Street, Suite 206, Merrill) or online at www.co.lincoln.wi.us. Proposals must conform to the requirements of the specifications and instructions.

Proposals must be received by the Information Technology Department on or before 1:00 PM on July 28, 2015 and will be publicly opened at the Information Technology Office located in Room 236 at 801 N Sales Street, Merrill, WI 54452 at 1:15 PM that day.

INSTRUCTIONS

1. PROPOSALS.

All proposals will be addressed to Lincoln County IT Department (Attn: IT Director), 801 North Sales Street, Suite 206 Merrill, WI 54452, and delivered to the Lincoln County IT Department. Proposals must be legibly printed or type written. Proposals must be sealed in an opaque envelope labelled "**Microsoft Enterprise Agreement Licensing Proposal"**. Proposals must set forth the scope of services to be provided and the qualifications of the individual or entity. Any deviation from the specifications or these instructions must be noted clearly and concisely. Proposals must be signed (by the individual or by a duly authorized representative of the entity) and dated. Proposals must remain firm for a period of ninety (90) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Lincoln County to engage in any procurement or to purchase. Any costs associated with the preparation of a response to this request shall be the sole responsibility of the person submitting the proposal.

Any confidential or proprietary information should be clearly marked as such. The County will use discretion with regards to disclosure of confidential or proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin's Public Records Law.

Once submitted, the proposals and any supplementary documents become the property of Lincoln County.

2. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will not be opened nor returned to the bidder. Proposals by email or fax will NOT be accepted. Actual receipt is required.

3. COMPETITIVE BID.

This is a competitive bid. The contract shall be awarded to the lowest qualified and responsible bidder.

4. PREVAILING WAGE RATE

Contractors may be required to pay not less than the prevailing wage rates on the project as established by the State of Wisconsin Department of Workforce Development, Equal Rights Division – Labor Stands Bureau, pursuant to Wisconsin Statutes. Copies of the prevailing wage rate determination (if applicable) will be incorporated in the contract documents by reference.

5. QUALIFICATIONS OF INDIVIDUAL OR ENTITY

Individual or entity shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the services/work contemplated. Lincoln County may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services/work. Lincoln County reserves the right to reject any proposal if the individual or entity fails to satisfy the County that the individual or entity is qualified to perform the services/work contemplated.

Lincoln County may, in its' sole discretion, require proposers to submit sworn statements as to financial ability, equipment and experience in the work/services prescribed AND other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bid proposals are strongly encouraged to incorporate such information (and references for recent, similar work performed) in their bids.

6. CONSIDERATION/AWARD OF CONTRACT

Lincoln County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects. This solicitation may be cancelled.

The award of this contract shall be to the lowest responsible and qualified individual or entity offering the most advantageous proposal to Lincoln County, so long as the bid is deemed compliant.

A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its' terms. Lincoln County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Lincoln County and/or its' designee may choose to conduct interviews of qualified and responsible proposers and/or contact current and former customers of proposer.

7. PROPOSALS/BIDDING

Proposers assume responsibility for carefully examining the RFP and specifications for the work contemplated; investigating the conditions to be encountered; being satisfied as to the character, quality, and quantities of work to be performed and any materials to be furnished; understanding the requirements of the specifications, special provisions, and contract. Submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

8. CONTRACT

The successful individual or entity shall execute an Independent Contractor Agreement within fifteen (15) days after notice of the award of the contract is given. The request for proposal, instructions, specifications and proposal in their entirety form the primary basis of the agreement and will be made part of the agreement.

9. BOND

The selected contactor will be required, within seven (7) calendar days of notification of award of the RFP, to post a “Performance Bond” at least equal to the contract price and valid for at least 90 days beyond the contract closing as security for the faithful performance of the work to be contracted.

10. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state and municipal laws, ordinances, rules and regulations. Any permit, license, certification, accreditation (and any fee therefor) shall be the responsibility of the successful individual or entity.

11. ETHICS/CONFLICT OF INTEREST

It shall be unethical for any person to offer, give or agree to give any elected official, employee or former employee or to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement, a purchase request, influencing the contents of any specification or procurement standards, rendering any advice, investigation, auditing, or in any other advisory capacity in any proceedings or application request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

12. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the services provided by the Contractor for the request services addressed in this document.

13. INSURANCE

The selected individual or entity shall have adequate insurance coverage that will protect operations conducted under contract, whether performed by the contractor or anyone employed by them. The contractor shall be required to furnish the County an insurance certificate five (5) days prior to contract award, certifying the contractor is covered by the following types and amounts of coverage:

Type	Limits
Worker's compensation & Employer's Liability	Coverage A: $ Statutory; Coverage B: $100,000 Employers Liability
CGL/General liability (Bodily injury/Personal injury, Property damage)	$1,000,000 each occurrence, Combined single limit $2,000,000 each occurrence, Combined single limit (excavating/underground/collapse, if applicable to project) $5,000,000 each occurrence, Combined single limit (if asbestos is involved in project)
Automobile liability – owned/hired/non-owned vehicles (Bodily injury/Property damage)	$1,000,000 each occurrence, Combined single limit
Umbrella excess liability insurance	$1,000,000 each occurrence, Combined single limit

Failure of County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of contractor to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Contractor shall maintain insurance for the duration of the contract.

The certificate shall list the Certificate Holder and address as follows**:** Lincoln County, 801 North Sales Street, Merrill, Wisconsin 54452.

Insurance shall include under the General Liability and Automobile Liability Policies "Lincoln County, its employees, elected officials, representatives, and members of its boards and/or commissions" as **"**Additional Insured's**"**.

All insurance shall include a thirty (30) day notice to the County prior to cancellation or material policy change.

Contractor shall require sub-supplier; if applicable, to furnish identical Certificates of Insurance to Lincoln County prior to contract taking effect.

14. NO ASSIGNMENT

Assignment by the selected Contractor to a third party of any contract entered into for this project is prohibited and will not be recognized by the County unless approved by the County in writing in advance.

15. DISPOSAL OF PROJECT-RELATED MATERIALS

Disposal of all materials must be at the Lincoln County Landfill located at N4750 Landfill Lane, Merrill, WI 54452 (715-536-9636).

16. TAX EXEMPT STATUS.

Lincoln County is a tax-exempt municipality under sec. 77.54(9a), Wis. Stats.

SPECIFICATIONS

1. PROJECT NARRATIVE

The project is obtaining and servicing the renewal of Lincoln County's Microsoft Enterprise Agreement licensing. Lincoln County, in consultation with licensing specialists at Microsoft, has determined the specific licensing needs as are listed below.

2. SPECIFICATIONS/SCOPE OF SERVICES

These specifications/scope of services are intended to be primarily goal-oriented versus prescriptive in nature. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the proposed price and shall conform in strength, quality and workmanship to that usually provided by the practice.

The successful entity/bidder shall become the servicer of Lincoln County's Microsoft Enterprise Agreement for the period 8/1/2015 to 7/31/2018 and provide both a manufacturer's and contractor's warranty.

Licensing requirements for Lincoln County's Microsoft Enterprise Agreement are as follows for the upcoming 3 year term:

A. Microsoft Core CAL - Software assurance - 1 user CAL - Platform - Enterprise – All Languages [Microsoft - Part#: W06-01072] [Quantity: 250]

B. Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages [Microsoft - Part#: 269-12442] [Quantity: 265]

C. Windows Enterprise for SA - W/ Microsoft Desktop Optimization Pack – software assurance - 1 PC - Platform - Enterprise - All Languages [Microsoft - Part#: CX2-00093] [Quantity: 265]

D. Microsoft Exchange Server - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages [Microsoft - Part#: 312-02257] [Quantity: 1]

E. Microsoft Lync Server - Software assurance - 1 server - Enterprise - Win – All Languages [Microsoft - Part#: 5HU-00216] [Quantity: 1]

F. Microsoft SharePoint Server - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages [Microsoft - Part#: H04-00268] [Quantity: 1]

G. Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores - EDU - Select, Select Plus - Win - All Languages [Microsoft - Part#: 7NQ-00292] [Quantity: 8]

H. Microsoft SQL Server Standard Core Edition - License & software assurance – 2 cores - Enterprise, Select, SPLA, Select Plus - Win - All Languages [Microsoft - Part#: 7NQ-00302] [Quantity: 6]

I. Microsoft Windows Server Datacenter Edition - Software assurance - 2 processors =- Select, Select Plus - All Languages [Microsoft - Part#: P71-07282] [Quantity: 4]

J. Microsoft Windows Server Standard Edition - Software assurance - 2 processors - Enterprise, Select, Select Plus - All Languages [Microsoft - Part#: P73-05898] [Quantity: 20]

3. GENERAL REQUIREMENTS, PERMITS, CODES AND STANDARDS

A. All work under this contract shall be done in strict accordance with State of Wisconsin DNR & DWD, Federal Environmental Protection Agency (EPA) Clean Air Act, Occupational Safety and Health Administration (OSHA) worker safety codes and regulations, and all applicable Federal, State and local regulations, standards and codes governing lead and asbestos abatement and any other trade work done in conjunction with this project. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.

B. The contractor shall apply for and have on-site all required permits and licenses to perform the work as required by Federal, State and Local regulations.

C. It is the contractor's responsibility to provide all materials, equipment and labor necessary to achieve any clearance or approval to both do the work and to put the work into service.

D. It is the contractor's responsibility to provide and maintain protection for the public from any hazards caused by this work.

E. Contractor will need to be responsible for providing their own ladders, scaffolding, lifts or other equipment necessary for the proper performance of the work.

F. Contractor will be responsible for providing any necessary containment measures to protect occupants, workers and property.

G. Contractor will be responsible for assuring that employees are provided with and wear any protective gear as required by any regulatory agency.

H. Contractor shall provide a schedule indicating the approximate dates of all the key functions for the job.

I. Contractor shall be responsible for the safe handling and transportation of all waste generated by this contract to the Lincoln County Solid Waste Landfill. Tipping fees shall be the responsibility of the contractor.

J. Contractor shall assure that the project area is free of refuse/repaired or replaced to the satisfaction of the County.

K. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the work, with respect to hire tenure, terms, conditions or privileges of employment, or a matter directly, or

indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry.

4. COMPENSATION

The contractor is to provide a fixed price/lump sum for the completed project.

A progressive payment schedule will be agreed upon in advance of the work; however, final payment for 25% of the project cost will be retained until 15 days after the completion of final inspection between contractor and Lincoln County's authorized representative.

5. PROJECT SCHEDULE

EVENT	***SCHEDULED DATE***	***TIME (all CST)***
Release of RFP	7/14/2015	3:00 PM
Site Visit/Pre-Bid Conference	NA	NA
Proposals Due	7/28/15	1:00 PM
Proposals Opened	7/28/15	1:15 PM
Reference Checks/Visits	NA	NA
Committee Action	7/28/15	2:00 PM
Completion Date	7/30/15	1:00 PM

6. QUALIFICATIONS

A. Relevant Experience: Experience as a Microsoft Partner to be an Enterprise Agreement Servicer.

B. Contractor Information

i. Letter of introduction that includes name of contact person and contact information.

ii. Office location(s), ownership and affiliation, size of entity/company

iii. Entity's objective in relation to this project

iv. Key project personnel including responsibilities and qualifications to do this work.

v. References – provide client name, contact name/title/address/phone of at least three clients that have been or are currently being provided similar service within the last five (5) years