

**REQUEST FOR PROPOSALS
RFP # IT-2020-01
NETWORKING AND SYSTEMS SECURITY SERVICES**

Proposal Submittal Due Date

April 8, 2020

No Later than 1:00 P.M.

Proposal Opening

April 8, 2020 at 1:15 P.M. at 601 S.2nd Street, Rogers, Arkansas



To

Jene' Huffman-Gilreath
Shared Services Manager
Rogers Water Utilities
601 S. 2nd Street
Rogers, AR 72756
Email-JeneHuffmanGilreath@rogersar.gov

Advertisement
Request for Proposals (RFP)
Rogers Water Utilities
Networking and Systems Security Services

The Rogers Water Utilities (RWU) of the City of Rogers, Arkansas is inviting competitive sealed proposals from qualified firms to provide networking and systems security services for RWU's Information Technology (IT) section.

Copies of the RFP and proposal packet may be obtained from the RWU administration office at 601 S. 2nd St. in Rogers, Arkansas between the hours of 8:00am and 4:30pm M-F or by request via email at the email address listed below. Proposals may be turned in at the RWU administration office until Wednesday, April 8, 2020, at 1:00 p.m. Proposals will be publicly opened at the RWU Training Building, 521 S. 2nd Street, Rogers, Arkansas on Wednesday, April 8, 2020, at 1:15 p.m. No solicitation conference is planned.

For a copy of the IFB and bid packet or more information, contact:

Jene' Huffman-Gilreath
Shared Services Manager
Rogers Water Utilities
601 S. 2nd Street
Rogers, AR 72756
Email-JeneHuffmanGilreath@rogersar.gov

RWU reserves the right to reject any and all proposals, to accept any proposal or proposal alternate deemed to be in the best interest of RWU, to waive any technicalities, formalities and/or informalities in the RFP or any other formality, and to waive any informalities or irregularities in proposals received, where such acceptance, rejection, or waiver is considered to be in the best interest of RWU. RWU reserves the right to accept the proposal that appears from all consideration to be in the best interest of RWU. In determining and evaluating the best proposal, price will not necessarily be controlling, but reliability, efficiency, expertise, rating, and the reputation of the responding firm will be considered along with any other relevant factors listed in the RFP. RWU may reject the proposal of any responding firm that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters. RWU reserves the right to cancel this procurement process and/or to withhold the awarding of any contract as permitted by law. The actual award of a contract pursuant to this procurement process is contingent on approval by the Rogers Waterworks and Sewer Commission.

Dated this 19th day of March 2020.

Request for Proposals (RFP)
Rogers Water Utilities
Networking and Systems Security Services

INTRODUCTION

The Rogers Water Utilities (“RWU”) of the City of Rogers, Arkansas is the municipal water and sewer utility of the City of Rogers, Arkansas (“the City”). RWU operates under the supervision and management of the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas (“the Commission”).

RWU is requesting proposals from qualified firms to provide networking and systems security services for RWU’s Information Technology (IT) section.

BACKGROUND

RWU’s IT Section operates a variety of hardware and software, including eight physical servers and three virtual servers. RWU is seeking advice regarding the best configuration of the servers for operational efficiency and security.

SCOPE OF SERVICES

Requirements: Firms are requested to include in their proposals the following tasks:

- A. Conduct an initial Survey of RWU’s existing servers and provide recommendations for server configuration including identification of areas of improvement in network security, spam filtering, hardware reliability, network layout and design, and system performance;
- B. Provide monitoring of RWU’s network to include server traffic and load, hardware reliability, storage capacity, backup completion, internet connectivity, windows firewall integrity, management of operating system patches, remote access, and scripts and automation policies;
- C. Provide and/or support a security suite including assisting with a Fortinet Fortigate Firewall, intrusion detection, dark web monitoring, security training to RWU personnel, browser security toolbar, security policy, content and application control, and data protection rules;
- D. Provide periodic evaluation of systems and practices implemented and provide recommendations for adjustments;
- E. Provide online, and (as needed) onsite repair services; provide helpdesk support; Provide technical support within 15 minutes of request;
- F. Provide server restoration services;
- G. Provide Server and Workstation “Loaner” replacement equipment in the event of a crash;
- H. Assist RWU in revising its acceptable use policy;

- I. Provide additional services including virus definition and security patch updates; virus removal and cleaning; labor for software upgrades; spyware monitoring and removal;
- J. As requested, assist in adding or removing system users and liaising with third party service providers;
- K. Provide periodic “executive summary” style reports concerning system performance.

METHOD OF PROCUREMENT

In determining and evaluating the best proposal, price will not necessarily be controlling, but reliability, efficiency, expertise, rating, and the reputation of the responding firm will be considered along with any other relevant factors listed herein. Accordingly, RWU is using the method of procurement known as competitive sealed proposals pursuant to Ark. Code. Ann. § 19-11-230. This method combines the price aspect of competitive bidding with an evaluation of the relative abilities of the bidders to perform.

APPLICABLE LAW INCORPORATED

The laws, regulations, and rules of the State of Arkansas, the City of Rogers, Arkansas, and the Rogers Waterworks and Sewer Commission pertaining to procurement by public entities are incorporated into this RFP, as applicable. Any contract resulting from this procurement process will contain any provision required by applicable law, and any required provision of law that is inadvertently omitted will be deemed incorporated by reference.

QUALIFICATIONS/RESPONSIBLE BIDDERS

Bidders should carefully consider their ability to perform if awarded a contract. The successful bidder will demonstrate capacity, in both equipment and personnel, to promptly and reliably provide the requested goods and services. Past performance of a bidder may be used in determining whether a bidder is responsible.

Each bidder should also disclose any conflicts or potential conflicts with RWU including all contracts and/or transactions that might reasonably be construed to be adverse to the interests of RWU. Each responding firm should also disclose all relevant material facts regarding significant financial interests, or any influential interests, with any of RWU’s employees, members of the Rogers Waterworks and Sewer Commission, elected officials of the City of Rogers, members of the Rogers City Council, and City officers and employees of the City of Rogers.

RWU may reject the proposal of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters.

PERFORMANCE STANDARDS

- A. Contracts for services will include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. RWU may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. RWU has the right to modify, add, or delete Performance Standards throughout the term of the contract, should RWU determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. RWU has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, RWU has final determination of the performance acceptability.
- H. Should any compensation be owed to RWU due to the assessment of damages, Contractor **shall** follow the direction of RWU regarding the required compensation process.

CONTRACT FORMATION AND ESSENTIAL PROVISIONS

The successful bidder and RWU will enter into a contract that incorporates the terms of this RFP as well as any terms and conditions negotiated between the parties. Bidders should submit a proposed draft contract with their proposal, (or in lieu of submitting a draft contract, bidders may indicate their willingness to enter into a contract drafted by RWU). The draft contract submitted by each bidder should conform to the following and any terms and conditions contrary in any standard form contract shall be revised to reflect the following provisions:

Contractor Obligations. Contractor shall and will, in good and workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary or proper to provide the goods and perform and complete all the work required by the Contract, in accordance with the provisions of the Contract and said specifications. The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that the best commercial practices are to prevail. While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive RWU the option of

selecting goods which may be considered more suitable for the purpose involved. The terms of the contract, the RFP, and negotiated written standards shall control over any verbal statements.

Care of Work. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the work performed and shall indemnify and hold RWU harmless as stated in the Indemnity and Hold Harmless Provision herein.

Performance Standards. Performance Standards, applicable to this contract are as follows:

[list performance standards]

Compliance with Law. Contractor shall observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work. Contractor is responsible for securing whatever permits, licenses, permissions, certificates, etc. required for the activities undertaken by contractor pursuant to the Contract. Contractor will not act under the Contract to cause RWU, the Commission, or the City of Rogers, Arkansas to violate any applicable local, state or federal laws and/or regulations. Any provision of law required to be inserted into the Contract shall be deemed to be inserted herein.

Contractor Shall Safeguard Information of RWU and RWU's Customers. In the course of performing services under this Contract, Contractor will or may have access to certain information about RWU and/or RWU's customers, which may be confidential under law, including, without limitation, certain personal information of current and former customers of RWU ("confidential information"). Contractor shall safeguard and keep confidential all confidential information. Contractor shall enter into RWU'S Vendor Non-Disclosure Agreement, as may be modified for this Contract, regarding Contractors' obligations with respect to maintaining confidentiality of confidential information.

Insurance. Contractor states it has, and will maintain at its sole expense, during the term of the Contract insurance in the following types and amounts, and pursuant to the following terms and conditions:

All insurance must be written by an insurer licensed to conduct business in the State of Arkansas or other applicable jurisdiction, unless otherwise permitted by RWU. The Contractor shall, at its own expense, purchase, maintain and keep in force insurance of the following types and limits that will protect against injury and/or damages which may arise out of or result from operations under the contract, whether the operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Standard Worker's Compensation Insurance as required by law;
2. Commercial General Liability occurrence type insurance (RWU, the Commission, the City and heir officers, agents, and employees must be named as an additional insureds):

- a. Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence; and,
 - b. Property Damage \$1,000,000 per occurrence; and,
 - c. Minimum aggregate policy year limit of \$2,000,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's):
- a. Minimum combined single limit of \$1,000,000 per occurrence, for bodily injury and property damage;
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
4. Cyber liability insurance, privacy protection insurance, data breach insurance and/or such other insurance, however denominated, for risks associated with the Contractors' performance under this Contract in an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate per policy year.
5. Umbrella/Excess Liability (Each occurrence and aggregate) \$2,000,000

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with RWU.

None of the provisions in said certificate of insurance shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form shall contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least thirty (30) days prior written notice has been given to RWU. Contractor shall also file with RWU a valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with RWU not more than ten (10) days after execution of this Contract.

Term. The term of this Contract shall commence on the effective date of this Contract and continue for a period of one (1) year ("Initial Term") from the effective date provided that the requirements of Ark. Code. Ann. §19-11-238 are met. At the end of the Initial Term and any subsequent term, RWU may, at its option, renew this Contract for an additional one-year term not to exceed a maximum of six (6) additional one-year terms and not to exceed a maximum of seven (7) total years under this Contract, provided that the requirements of Ark. Code. Ann. § 19-11-238 are met. In the event of nonappropriation or nonavailability of funds to support RWU's performance in any year, this Contract shall automatically terminate. In the event of termination for any reason, all services under this Contract shall cease. RWU will provide Contractor with not less than three (3) months written notice prior to the expiration of any term

that it intends to exercise its option to renew this Contract. If RWU does not exercise its option to renew the Contract, then the Contract shall terminate at the expiration of the then existing term.

Termination of Contract for Cause. The Contract may be terminated by RWU in the event Contractor fails to perform its obligations under the Contract. Prior to termination for cause, RWU shall give Contractor written notice describing the Contractor's breaches. Contractor shall then have fifteen (15) days to cure all breaches. If Contractor's breaches are not cured within this time limit, then RWU may proceed to terminate the Contract by giving written notice of termination to Contractor. Termination is not RWU's exclusive remedy and RWU may further seek all other legal and equitable remedies available to it arising from Contractor's breach.

Termination of Contract for Convenience. The Contract may be terminated by RWU at any time by giving Contractor at least thirty (30) days' notice in writing to Contractor. If the Contract is terminated by RWU as provided herein, the Contractor will be paid for the goods and services it has provided up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

Termination of Contract to Comply with Law or Obligations. The Contract may be terminated by RWU at any time in the event RWU determines, in its sole discretion, that the Contract will violate any applicable law or constitute or cause a condition of default or breach on the part of RWU, the Commission, or the City of Rogers, Arkansas under any other contracts or agreements.

Record Retention. Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by Arkansas Law. Contractor shall make financial and accounting records available, upon request, to RWU's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

Invoices. Contractor will bill monthly. RWU will review invoices for accuracy and, assuming approval, shall pay Contractor within 30 days of receipt of Contractor's invoice. RWU, before making payments, may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or services to the Contractor, or any sub-contractors for work under the contract, if this is deemed necessary to protect RWU's interests.

Cancellation. In the event RWU no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), RWU **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. Any delivered but unpaid for goods will be returned in normal condition to the Contractor by RWU.

Non-discrimination: In order to comply with applicable law relating to unfair employment practices, Contractor agrees that: (a) the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion,

handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by RWU for the purpose of determining compliance with any applicable law or regulation (d) failure of the bidder to Contractor with applicable law or regulations concerning nondiscrimination and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or Prospective Contractor.

No Contingent Fee. Contractor guarantees that it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

Antitrust Assignment. As part of the consideration for entering into this, Contractor hereby assigns, sells and transfers to RWU and the Commission all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or Arkansas for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by RWU pursuant to the contract.

Contractor's Obligation of Indemnity. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless RWU, the Commission, and the City of Rogers, Arkansas and their officers, officials, employees, and representatives, individually and collectively, for all causes of action claims, demands, liabilities, losses, costs, or expenses for any loss, including but not limited to, bodily injury (including death), personal injury, environmental contamination (including, without limitation, contamination to RWU's property), property damage (including, without limitation, damages to RWU's property), expenses, and reasonable attorneys' fees, of whatever nature, including, without limitation, any damages or losses resulting from claims asserted by third parties; (i) due to any negligent or intentional act or omission on the part of Contractor, its agents, employees, or others working at the direction of Contractor or on its behalf, (ii) due to Contractor's breach of any Contract with any third-party, or (iii) due to Contractor's violation of any pertinent federal, State, or local law, rule, or regulation, and (iv) any other act or omission in connection with services performed pursuant to this Contract. Contractor will promptly reimburse RWU, the Commission or the City of Rogers (as applicable) within thirty (30) days of being provided documentation supporting any costs incurred by RWU, the Commission, or the City of Rogers for the costs of their respective defense, including attorneys' fees and costs, incurred in defense of any claims asserted by third parties. This Indemnity and Hold Harmless provision shall survive termination of this Contract until the expiration of any applicable statutes of limitation

RWU Not Responsible for Contractor Owned Items. RWU will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. RWU will not at any time be responsible for or accept liability for any Contractor-owned items.

No Joint Venture. No Third-Party Beneficiaries. This Contract is made at arm's length between two independent contracting parties. Nothing in the Contract shall be deemed to

create a joint venture, partnership, tenancy in common, joint tenancy, or any similar relationship between the parties or require either party to engage in further business relationships between the parties. The parties further agree that there are no third-party beneficiaries of the Contract and that no person or entity, other than the parties hereto (and in the case of RWU, the Commission and the City of Rogers) shall have standing to enforce the terms of the contract.

RWU Property. Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of RWU, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

Licenses, Patents, and Copyrights. The contractor agrees to indemnify and hold RWU, the Commission, and the City of Rogers, Arkansas harmless from all claims, damages and costs including attorneys' fees, arising from infringement of licenses, patents or copyrights.

Certification of Compliance with Ark. Code. Ann. § 25-1-503. Pursuant to Ark. Code. Ann. § 25-1-503, Contractor hereto certifies that it is not currently engaged in a boycott of Israel. Contractor further agrees for the duration of the Contract not to engage in a boycott of Israel.

Prohibition on Employment of Illegal Immigrants. Contractor agrees and certifies that it does not employ or contract with illegal immigrants and will not employ or contract with illegal immigrants during the aggregate term of a contract.

No Assignment of Rights or Delegation of Duties. Contractor shall not assign its rights under this Contract without the express written permission of RWU. Nor shall Contractor delegate its duties under this Contract without the express written permission of RWU.

Choice of Law and Venue. This Contract shall be governed by the laws of the State of Arkansas without regard to its principles of conflict of laws. Venue for any litigation concerning this Contract shall lie exclusively in the state or federal courts embracing Benton County, Arkansas, unless another venue is specified by law.

No Obligation of Indemnity by RWU; Tort Immunity Not Waived. The parties hereto agree that RWU has no obligation of indemnity of any type (whether contractual, equitable, or otherwise denominated) to Contractor under this Contract. Nothing in the Contract shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to RWU, the Rogers Waterworks and Sewer Commission, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.

Each bidder should carefully review the above terms and consider its willingness and ability to comply with the contract terms and conditions. Bidders taking exception to the terms and conditions of the contract or intending to propose additional or alternative language must (a) identify with specificity the terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. In the event a bidder does not identify with specificity those terms and conditions to which the bidder takes exception or seeks to amend or replace or does not provide bidder's additional or alternate contract terms, RWU will assume that the terms above are acceptable to bidder and that the bidder, if awarded the contract, will be willing to sign a contract

containing said terms. **RWU reserves the right to propose additional, different, and/or revised contract terms and undertake negotiations with the highest ranked bidder as permitted by law.** In the event RWU and the highest ranked bidder cannot reach agreement on contract terms, RWU reserves the right to reject the proposal and to award the contract to the next highest scoring bidder. In case of default by the awardee, RWU may, at its discretion, procure the goods and services from other sources and may pursue any and all other legal and equitable remedies available to it.

INSURANCE

Bidders must have insurance as described above. Bidders are requested to include certificates of insurance with their proposals. If awarded a contract, RWU, the Commission, and the City shall be listed as additional insureds on bidder’s policies.

EVALUATION OF PROPOSALS

Each proposal shall be evaluated to determine if the bidder submitting the proposal is a responsible bidder. Proposals from bidders determined to be responsible shall be further evaluated in accordance with the following factors and criteria:

- A. **Functionality, Operational Capability, and Client Support-** Ability of the proposer to provide the software/hardware requirements of solutions and services described in this RFP and to provide support to RWU in implementing the goods and services **30 points**
- B. **Total Cost** – including cost to provide the hardware/software and all components of the system(s), including delivery, installation, training, support and maintenance..... **30 points**
- C. **Company Background, Experience, and Reputation****30 points**
- D. **Overall Responsiveness to the RFP** – responsiveness to the specifications contained in the RFP and adherence to submittal forms..... **10 points**

Bidders are asked to answer the questions on the Proposal Form included with this RFP and to add further information relevant to evaluating the bidder’s proposal under the above factors and criteria. Bidders must recognize that evaluation of these factors is dependent on the judgment of RWU personnel and that RWU’s evaluation is final, subject to approval of the Rogers Waterworks and Sewer Commission.

Bidder	Criteria/Qualification	Points Available	Total
	Functionality, Operational Capability, and Client Support	30	
	Total Cost (lowest total cost receives 30 points, next lowest receives 29 points and so on.)	30	
	Company Background, Experience, and Reputation	30	
	Overall Responsiveness to RFP	10	

GENERAL PROVISIONS

Sealed Proposals

The Proposal shall consist of

- (a) a completely filled out Proposal Form with attached sheets answering each question on the form together with a copy of this RFP and any addenda or amendments;
- (b) a copy of a contract proposed by bidder (or a statement that bidder is willing to enter into a contract drafted by RWU), along with any exceptions or objections to the terms and conditions required above together with any additional or alternative language suggested for the required terms and conditions;
- (c) certificates of insurance coverage as specified above;
- (d) additional pages with any other information requested by this RFP.

Should any addenda or amendments to this RFP be issued prior to the time of opening the bids, a copy of each addendum or amendment shall be acknowledged by the bidder with its signature and attached to and filed with its proposal.

Each proposal must be submitted on the prescribed forms in a sealed envelope with RFP number, closing date and time on the outside. No proposals will be accepted by telephone, facsimile, or electronic mail.

Bidders should submit full and complete proposals with all information requested. If information is incomplete, the proposal may be disregarded and given no consideration.

The proposal and all its contents must be in ink and/or typewritten and/or prepared using computer/word processor. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. Submission of a proposal indicates the bidder's acceptance of all terms and conditions of this RFP. **All proposals must be signed with the firm's legal name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.**

RFP/Proposal expenses shall be borne by the bidder.

Proposal Addenda or Amendment

RWU reserves the right to revise, amend, and/or add to the specifications in this RFP up to the time set for opening the proposals. Such revisions, amendments and/or additions, if any, shall be announced by addenda or amendments to this RFP. Copies of such addenda or amendments shall be furnished to all bidders. All bidders must register their name, address, telephone number, fax number and electronic mail address with RWU no later than Tuesday, March 31, 2020 in order to receive any addenda or amendments to this RFP. RWU reserves the right to postpone the opening of proposals by such number of days as in the opinion of RWU shall enable bidders to revise their proposals.

Single Proposal Response

If only one proposal is received in response to this RFP, a detailed proposal review may be requested of the single bidder. RWU reserves the right to cancel this RFP process and solicit additional proposals in the event only one proposal is received.

Proposal Withdrawal

After the proposals are opened, proposals may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the bidder's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the withdrawn proposal. Written notices shall be received in the office indicated in this RFP no later than the exact date/time for the proposal opening. A written modification or withdrawal received in the designated office by mail or facsimile from the receiving office no later than the date/time set for the proposal opening shall be considered if such message is confirmed by receipt of RWU.

Discussion with Bidders

RWU reserves the right to conduct discussions with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements, and/or negotiating a contract that is more advantageous to RWU. All bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders.

Negotiations

RWU reserves the right to negotiate with bidders where such negotiations serve the best interests of RWU. Negotiations shall begin with the highest ranked bidder based on the scores as established in this RFP's scoring criteria. If a satisfactorily negotiated contract cannot be developed, the bidder may be declared non-responsive and the negotiation process may be repeated with the next respondent deemed most likely to be awarded a contract. Prior to negotiation, RWU's file for this RFP will be updated to include documentation giving the stated purpose for the negotiation and the objective to be achieved. RWU will investigate with the bidder determined most likely to be awarded a contract, factors affecting the price

offered for purchase of the goods and services, performance, and scope of services to be offered, including current market conditions.

Prior to initiating negotiations, RWU will develop a negotiation plan to include at least (1) the acceptable range of price offered for the requested goods and services, the desired “best” price for the requested goods and services, and the highest acceptable price for the goods and services; (2) adjustments to the scheduled delivery of services that may have an impact on price offered for the goods and services; (3) acceptable modifications in the overall scope of work; (4) a prioritized list of acceptable changes in services that may result in modification of the prices offered for the goods and services, and timetable for completion of negotiation. No part of any negotiation plan shall be revealed to bidder(s) or made available for public review until after a contract award.

An acceptable negotiated contract shall list the agreed-upon terms, conditions, specifications, and prices to be paid for the requested goods and services and be signed by RWU and the successful bidder. All proposals may be rejected if, after evaluation of the proposals, including considerations of any clarifying or explanatory information submitted by the bidders, it is determined by RWU that no satisfactory proposal has been received.

This RFP process may be cancelled and/or any or all proposals may be rejected in writing by RWU.

Award

Award shall be made to the responsible bidder whose proposal is determined in writing to be the most advantageous to RWU taking into consideration the total cost of the services and the other evaluation factors set forth in this RFP, any best and final offers submitted, and the results of any discussions and negotiations conducted with responsible bidders.

RWU reserves the right to accept any proposals, or any alternate proposal, award contracts and/or not award contracts on individual components of this RFP, on group items, or on the proposal as a whole; to reject any and all proposals, including, without limitation, nonconforming, nonresponsive, unbalanced proposals, to waive any formality in the RFP or any other formality, to waive any informality or irregularity in the proposal, and to accept the proposal that appears from all consideration to be in the best interest of RWU. In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, efficiency, general terms, delivery, suitability of service offered, and the reputation of the provider will be considered with any other relevant factors listed in this RFP.

In addition to any other grounds for rejection stated herein, RWU may reject any and all proposals for, among other reasons, failure of a proposal to conform to the essential requirements of this RFP, a proposal imposing conditions which would modify the stated terms and conditions of this RFP, and any proposal determined to be unreasonable as to total costs for the requested goods and services. RWU may reject the proposal of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible.

RWU shall be the sole judge in the determination of these matters. Proposal award is contingent on approval by the Rogers Waterworks and Sewer Commission.

Estimated Schedule

April 8, 2020 at 1:15 P.M.:	Proposal Opening
April 9, 2020-April 16, 2020:	Discussion and Negotiation
April 20, 2020:	Review by Rogers Waterworks and Sewer Commission
April 21, 2020:	Announcement of Award of Contract

Bidder Inquiries

For information concerning this RFP process and additional information, contact:

Jene' Huffman-Gilreath
Shared Services Manager
Rogers Water Utilities
601 S. 2nd Street
Rogers, AR 72756
Email-JeneHuffmanGilreath@rogersar.gov

NOTE: Requests for information regarding this RFP must be submitted in writing by e-mail no later than Wednesday, April 1, 2020 to the contact above. RWU may elect to not answer questions submitted after said date. Questions and answers will be sent to all registered bidders no later than Friday, April 3, 2020.

Compliance with Laws

RWU is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and bidder agrees during the term of the contract that bidder will strictly adhere to this policy in its employment practices and provision of services. Bidder shall comply with, and all activities under the contract shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Business, Professional and Occupational License Requirement

All firms or individuals located in, or doing business in, Arkansas are required to be authorized to do business in Arkansas and properly licensed in accordance with all applicable federal, state, and local laws.

Proprietary Information

All materials submitted to RWU become public property and are subject to the Arkansas Freedom of Information Act, codified at Ark. Code. Ann. 25-19-101, *et. seq.* (FOIA). If the proposal contains proprietary information that the bidder contends would give advantage to other competitors or bidders if disclosed, or which bidder otherwise contends is exempt from disclosure under FOIA, each page containing such information must be identified and marked “PROPRIETARY” at the time of submittal. RWU will, to the extent consistent with FOIA and other applicable law, endeavor to protect such information from disclosure. However, the final decision on what information must be disclosed lies with RWU in consultation with its legal counsel. Neither RWU, the Commission, nor the City shall be liable to any bidder for RWU’s good faith decision to release information as required by applicable law. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available on public request. Bidders shall not be permitted to mark the entire proposal as proprietary.

PROPOSAL FORM
REQUEST FOR PROPOSALS
RFP # IT-2020-1
NETWORKING AND SYSTEMS SECURITY SERVICES

Business Name
(legal name/name under which
your business enters into contracts)

Trade Names/dba's/etc.

Please provide answers to the questions below on separate pages. If you do not believe a question asked is applicable for the scope of services sought, please so indicate and explain why you do not believe it is applicable. If there is other information that you believe has bearing on your ability to provide the services requested, please provide that information on a separate page.

Functionality, Operational Capability, and Client Support

Functionality and Operational Capability

1. Please describe the products and services you would provide to meet the requirements in the "Scope of Services" listed in the RFP. Please list by brand name, if applicable, specific hardware and software you would provide to meet the requirements.

2. Are there any services or functions that you would propose to outsource? If so, please state the names of the firms that you would propose to use in providing the goods and services. Please list them and describe the nature and duration of your relationship.

Please note: The Prospective Contractor who signs this proposal **shall** serve as the prime Contractor. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to RWU for the performance thereof.

3. Have any customers to which you provide services experienced an unauthorized intrusion into their system(s)? If so, please explain the factors that allowed the intrusion, and your firm's response.

Client Support

1. Describe how you propose to provide the services, whether onsite at RWU facilities, through online support, etc.

2. What are your customer service hours? Are after hours calls available?

3. Please list your proposed performance standards for services under the contract, including, without limitation, response times for technical support requests, repair services, etc.

4. What reports will you provide to RWU. Describe all reports available and software used to receive and review reports. Provide an overview of the frequency of availability of reports. Please provide sample reports that may be available for your system. Please state how RWU may access reports, such as web access or other online methods. Please provide the level of customization and detail display capabilities of the reports. Please describe the date range of the reports and historical data available for purposes of reviewing past performance, trends, etc. Is your report system operated internally or provided by a third party?

5. If awarded a contract, please describe what steps you would take to implement the services at RWU, including, training, technical assistance, on site visits, etc. Please give an estimated timeline for implementation of the services

Total Costs

RWU desires annual flat rate pricing for the services, billed monthly in equal installments. Any one-time charges or separate charges such as “set up fees” should be listed separately. Charges that are not listed in response to the RFP will not be allowed.

Pricing quotations should be good for the potential life of the contract. Firms anticipating increases in subsequent years in the event the contract is renewed should list prices for subsequent years in their proposals. Firms may list an annual price by each potential year of the contract or a percentage increase such as “annual increase not to exceed 2%”

What is your annual price for providing the requested services?

\$ _____

What are your additional charges (if any)?

\$ _____

Company Background, Experience, and Reputation

1. Please describe the capacity of your business to provide the requested goods and services. Please list your principal owners and/or managers and their business and professional backgrounds. Please describe the major activities of your business and its organizational structure. Please describe the history and background of your business and list the number of years in business. If your business has been in business less than five years, please list the number of years the principals of this business have worked in a relevant field. Please include the location of your business’s offices and other facilities. Please state the anticipated number of personnel and equipment that will be devoted to providing services and fulfilling your business’s commitment under a contract to be entered into with RWU. Please describe internal performance metrics used to quantify your performance.

(please attach a separate sheet with your answers)

2. Please describe your business's experience and expertise in performing the requested services listed in this RFP. Please describe your business's knowledge of applicable state and local laws and regulations pertaining to providing the services requested herein. Please describe your business's resources for complying with applicable state, federal, and local laws and regulations. Please list the principal persons who will be performing and/or supervising services in connection with a contract with RWU and state their qualifications including education, licenses and work experience. Please describe your business's record in safeguarding client data and the data of your client's customers. Please list and describe any and all insurance claims made by or against your business in the past three years. Please list any and all litigation, of any type, in which your business was involved as a party in the past three years, including style of case, court, and case number.

(please attach a separate sheet with your answers)

3. Please list full contact information for a minimum of three persons/entities for whom you perform the services listed in this RFP. Reference information must include the name of the person/entity and their contact information including website address, physical address, telephone number and email address. References provided should anticipate contact from RWU.

(please attach a separate sheet with your answers)

We, the undersigned, have read all the requirements set forth in this Request for Proposals and we agree to provide the goods and services requested in this RFP at the prices stated and in accordance with the terms and conditions of this RFP and the contract to be entered into between us and the Rogers Water Utilities of the City of Rogers, Arkansas.

Business Name (legal name)

Contact Person Name

Street Address

City, State, Zip Code

Telephone Number

Fax Number

Email Address

Person Authorized to Sign Proposal

(Title)

(Signature)

(FEIN)

Bidder acknowledges receipt of the following addenda/amendments: (if any):
