



REQUEST FOR PROPOSAL

HBLB RFP 2019-001

Issued: December 7, 2018

“Seeking proposals seeking proposals from qualified Information Technology Vendors to provide professional services support of the Home Builders Licensure Board’s server and network infrastructure, end user computer environment, and remote employee technology assets.”

Alabama Home Builders Licensure Board

445 Herron Street

P.O. Box 303605

Montgomery, AL 36130

Office: (334) 242-2230

www.hblb.alabama.gov

Purpose of RFP

The Alabama Home Builders Licensure Board (hereinafter, "HBLB") is seeking a qualified Information Technology Vendor ("the Vendor") to provide professional services support of HBLB's server and network infrastructure, end user computer environment, and remote employee technology assets.

The purpose of this Request for Proposal ("RFP") is to solicit proposals from various candidate "Vendors" so that HBLB may award a contract to a substantially compliant partner to accomplish the mission provided herein.

Background

HBLB operates across the entire State of Alabama. HBLB is a state agency located in Montgomery, Alabama but outside of the capitol complex technology infrastructure. HBLB connects into the Office of Information Technology ("OIT") statewide network via 10 Mbps Metro-Ethernet provided by AT&T. OIT's statewide network is grouped with all agencies routed together without segmentation. HBLB places Fortinet FortiGate firewalls to protect their assets from the rest of the statewide network. HBLB is going through its annual technology refresh while increasing personnel. HBLB has roughly 30 workstations that are comprised of Dell desktop computers, Dell laptops, Microsoft Surface Pros, Microsoft Surface Books, and Apple iPads. The Windows devices range from Windows 7 to Windows 10. Quantities or brands may change as HBLB's needs change. HBLB has a local file server running Windows 2016. HBLB is expanding the physical office building and adding additional switched and wireless infrastructure. HBLB is also evaluating building a mobile licensing center with multiple workstations for rapid field response.

Requirements

Vendor(s) will explain how it will meet each of the requirements below. Unless otherwise specified, please provide a narrative response to each item:

HBLB seeks a monthly price breakout for infrastructure tasks and a price per device, and HBLB shall pay monthly for said services. A device may be a desktop, laptop, or tablet. Supporting assets included with each device may be one or more cellular devices (android cell phone, apple cell phone, cellular hot spot, etc) and/or peripheral device (printer, scanner, multi-function printer, label printer, etc). All tasks are to be performed remotely unless requested by HBLB for onsite assistance. Monitoring, Management, Backup, and Anti-Virus are services being performed by the Vendor. Any software licensing utilized by the Vendor to perform these tasks are the responsibility of the Vendor. The Vendor shall be available 24x7 for support calls from HBLB's personnel.

Task 1: The selected vender shall perform the following infrastructure tasks.

- 1) Monitoring and Management of network infrastructure assets to include but not limited to firewall(s), switch(es), access point(s), server(s), and commercial multi-function printer(s)
- 2) Monthly patching of infrastructure devices
- 3) Offsite backup of device configurations and server data
- 4) Technology guidance and oversight to include interpretation of policies mandated by the Office of Information Technology (OIT)
- 5) Liaison services between HBLB and the Office of Information Technology (OIT) for services mandated by OIT
- 6) Liaison services between HBLB and other Third-Party technology vendors
- 7) Monthly reports of infrastructure and device assets
- 8) Quarterly or as needed meetings with HBLB to review technology needs and road maps

Task 2: The selected vendor shall perform the following device tasks.

- 1) Monitoring and Management of device assets including but not limited to desktops, laptops, and tablets of HBLB's Employees and Members
- 2) Monthly patching of devices to include iOS updates and third party applications
- 3) Troubleshooting of device issues including but not limited to VPN connectivity, printer problems, forgotten passwords, and general user technology problems such as saving files to network drives
- 4) Device replacement and data migration in accordance to HBLB's annual technology refresh plans

The Vendor shall directly employ personnel with the following experience and certifications and shall provide the following documentation in support thereof:

- 1) 5 years of performing duties equivalent to the duties requested in this RFP
- 2) 1 letter of recommendation from a state agency or private company of equivalent size as the Home Builders Licensure Board (12-20 employees)
- 3) Fortinet Certified Network Security Experts Levels 1 – 4
- 4) Microsoft Certified Solutions Associate Server 2012 or newer
- 5) Microsoft Certified Desktop Support Technician Windows 7 or newer

The Vendor will maintain a list of devices being managed and submit to HBLB supporting the device count invoiced monthly.

Proposed Budget

Vendor must include with its proposal a detailed, itemized budget. If applicable, Vendor must specify anticipated time requirements for services and provide all applicable hourly rates. Where multiple individuals would provide service under an executed contract, information must be provided for each such individual in relation to the specific service. Vendor's proposed budget will include a breakdown of all costs (direct and indirect) to be covered by an executed contract based on the services required. All costs included must additionally be broken down and itemized with an explanation. All costs must be all-inclusive of any outsourced or subcontracted work.

Vendor will identify a fixed monthly rate for services, which will include all itemized direct and indirect costs required above.

Vendor shall propose a price that reflects any business risk it perceives in the way the proposal specifications are stated.

Vendor shall not anticipate nor rely on clarifications, discussions, redefinition, or further negotiations with HBLB after the contract award to adjust the price contained in its proposal for the work required by the RFP. Any efforts to limit, qualify, caveat, restrict, or place conditions upon the price being proposed shall be considered non-compliant and shall result in the proposal being rejected as non-responsive.

Vendor's proposed budget will be subject to contract negotiations; however, any awarded contract will not exceed the amount of any proposed budget under any circumstances.

Data-Sharing and Confidentiality

Some of HBLB's file material is statutorily privileged and not subject to public inspection pursuant to Alabama Code Section 34-14A-8.1. During the term of any contract awarded, the Vendor shall be responsible for maintaining the confidentiality of HBLB's privileged materials.

Statement of Work

In its proposal, Vendor must adequately address each of the following:

- 1) Please provide a summary of services to be provided by Vendor that meet the above requirements, highlighting any of Vendor's strengths and identifying any known weakness or inability to provide part or all of the services requested (whether mandatory or preferred).
- 2) Describe Vendor's experience relative to providing required services.
- 3) Identify all personnel that will contribute, in any way, to services provided by Vendor, including whether positions are full-time or part-time and/or contract or subcontract arrangements, providing job descriptions for those positions. Describe Vendor's plan to maintain adequate personnel, as well as Vendor's initial and ongoing staff training and development process. Vendor must provide an organizational chart showing how those personnel providing services under any executed contract are organized within Vendor's organization. Vendor must identify credentials and qualifications of all personnel included in the staffing plan and provide evidence of required licensure or certification and applicable training.
- 4) Provide the earliest "start date" by which Vendor could begin providing services under any executed contract (irrespective of requisite state government approvals and processes by which to obtain them). Identify potential barriers or anticipated delays.
- 5) Provide a detailed, line-item annual budget for Vendor's planned services, including personnel costs, listing salaries, fringe benefits, and any other anticipated expenditures. A narrative budget justification/explanation must be provided for each line.

Form and Content of Proposals

One (1) original paper or hard copy of the proposal must be submitted along with four (4) paper or hard copy proposals, including copies of completed/notarized required documents. Vendors must additionally submit an electronic copy of responsive proposals and all attachments on a USB drive. The proposal package must be sealed and properly labelled with Vendor's name, proposal opening date, and RFP name. Failure to submit the required number of copies in this requested format will prevent a vendor's proposal from being evaluated.

An authorized representative of Vendor must sign the original proposal with any changes made in ink in all required places.

If the organization submitting a proposal intends to outsource or subcontract any work to meet the requirements contained herein, such must be clearly stated in the proposal and details must be provided, including a name and description of the organization(s) being contracted. All forms and requirements of Vendor per this RFP shall equally pertain to any subcontractor(s).

Proposals submitted by "Express/Overnight" services must be in a separate sealed inner envelope/package and identified as stated above. Packages hand delivered must also be sealed and labeled.

Vendor's proposal must include the complete name, address, mailing address, e-mail address and direct telephone number of the person HBLB should contact regarding the proposal. Vendor must use and complete the enclosed "Coversheet" (see RFP Appendix A). Vendor's proposal must include an original signature and notarization on the enclosed Vendor Authorization Form to Submit Proposal (see RFP Appendix B) and Vendor Disclosure Statement (see RFP Appendix C), both of which must be returned with the proposal. The "Proposal Box" must be checked on the Vendor Disclosure Statement submitted along with Vendor's proposal. {Please note: a separate Vendor Disclosure Statement (with the "Contract Box" checked) must be completed by the successful vendor to accompany any executed contract.}

Also, if vendor so prefers, an electronic copy of the Vendor Disclosure Statement is available through the Alabama Attorney General's website: <http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>, along with additional directions for completion. A copy of the successful Vendor's completed disclosure statement shall be filed with HBLB and the Alabama Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 will be public record.

If applicable, a Corporate Acknowledgment Statement must be completed and included with the proposal (see RFP Appendix D). If not applicable, Vendor must include an explanation of inapplicability with the proposal. A copy of the vendor's Certificate of Authority (issued by the Secretary of State of Alabama) must be included as an attachment to the Corporate Acknowledgment Statement with the proposal.

Vendor will complete an "Immigration Status" form (see RFP Appendix E). Vendor specifically warrants by submitting a proposal that Vendor does not and will not knowingly employ, hire, or continue to employ an unauthorized alien within the State of Alabama. Vendor must complete and return the attached "Certificate of Compliance" (see RFP Appendix F) and provide documentation establishing enrollment in the e-Verify program. Specifically, Vendor must provide a full copy of its e-verify MOU (see RFP Appendix G for sample) along with its proposal.

A valid tax ID (W-9 is attached as RFP Appendix H) must be submitted with Vendor's proposal.

The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP will result in the disqualification of Vendor's proposal.

Proposals submitted on reduced and/or mutilated forms will be rejected.

HBLB reserves the right, however, to seek and receive necessary clarification/supplementation from Vendors within 5 days of receiving responsive proposals and prior to awarding any contract. Clarification/supplementation during this time period will be limited to ensuring compliance with requirements, forms, and certifications and is not the opportunity for a Vendor to modify its proposal.

Note: ALL responsive vendors must be registered to perform business with the State of Alabama to be awarded a state contract. A copy of the State Vendor Application and information pertinent to doing business with the State of Alabama is available at the following website: <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>. Registration is required every two (2) years. Applications should be submitted to the Purchasing Division of the Alabama Department of Finance through the website above.

Certifications Based on Proposal Submission

By submitting a proposal, Vendor warrants acceptance and agreement with all terms and conditions presented in this RFP and further certifies that Vendor is legally authorized to conduct business within the State of Alabama and to comply with providing the services described.

Vendor warrants by submitting a proposal that all statements contained in the proposal are true and correct.

By submitting a proposal, Vendor warrants that neither Vendor nor any of Vendor's trustees, officers, directors, employees, agents, servants, volunteers, subcontractors, etc. is a current employee of HBLB of Pardons and Paroles and that no such individuals have been employed by HBLB within a two (2) year window preceding the issuance of this RFP. During the term of any awarded contract, Vendor shall be responsible for ensuring compliance with this requirement.

Vendor certifies by submission of a proposal that Vendor has not publicly or privately colluded with any other vendor.

Vendor certifies by submission of a proposal that it has disclosed and agrees to be held by a continuing obligation to disclose financial and other interests (public or private, direct or indirect) that may pose a potential conflict of interest, or, which may conflict in any manner with Vendor's obligations and performance of an awarded contract. Vendor shall not employ any individual with a conflict of interest to perform any service described in this RFP.

Date Proposals Received

Proposals will be received until 4:30 pm CST on Monday, January 7, 2019. Proposals must be received by this date and time to be considered by HBLB.

Return Proposals to:

ATTN: Effie M. Hawthorne
Legal Counsel
Home Builders Licensure Board
445 Herron Street
P.O. Box 303605
Montgomery, Alabama 36130

**Proposals may be returned via Express/Overnight mail to street address only!*

Proposal Opening

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on Tuesday, January 8, 2019 at 8:30 am.

HBLB does not accept responsibility for the premature openings of a proposal not properly identified or the late arrival of a proposal for whatever reason. Proposal opening will be in the HBLB Conference Room at HBLB's office (same address as above). Proposal opening will be in an Open Public Meeting, making information public to those interested respondents who may be present, either in person or by representative. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.

Request to Modify or Withdraw Offer

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked: Modification to (or Withdrawal of) Proposal. Only written requests received by HBLB prior to the scheduled opening time will be accepted. HBLB will supplement original proposals received with accepted, written modification requests.

Suspected Errors/Clarification

If a vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must immediately notify HBLB's designee in writing, Effie M. Hawthorne, at the above stated address or by e-mail (Effie.Hawthorne@hblb.alabama.gov). HBLB will issue written instructions, if appropriate, and make any necessary changes available to all interested parties by posting the same on HBLB's website, <http://www.hblb.alabama.gov>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

If a vendor considers any part of the RFP unclear, that vendor is expected to make a written request for clarification, prior to the submission of its proposal. HBLB will respond in writing or by e-mail to all such requests if a response is deemed appropriate. HBLB's response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors by posting the same on HBLB's website, <http://www.hblb.alabama.gov>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

The deadline for submitting such questions is 4:30 pm on Thursday, December 27, 2018. HBLB's response to questions will be provided no later than 48 business hours from this submission deadline.

Amendments

Amendments to this RFP, if issued, will be made available to all interested vendors registered through the Alabama Department of Finance's Purchasing Division as required by posting the same on HBLB's website, as well as the Alabama Comptroller's RFP database. The amendment(s) will incorporate the clarification or change and provide a new date and time for new or amended proposals, if applicable. It is the responsibility of all interested vendors to monitor HBLB's webpage for announcements regarding this RFP.

Proposal Firm Time

The proposal will remain firm and unaltered after opening for one-hundred and twenty (120) days after the proposal due date or until HBLB signs a contract with another vendor, whichever is earlier. HBLB may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

Responsibility to Read and Understand RFP

By responding to this solicitation, Vendor will be held to have read and thoroughly examined this RFP. Failure to read and thoroughly examine the RFP will neither excuse any failure to comply with the requirements of the RFP or any resulting contract, nor be the basis for any claim for additional compensation.

Point of Contact

HBLB will consider the person who signs Vendor's proposal to be the contact person for all matters pertaining to the proposal unless Vendor expressly designates another person in writing. By signing the proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the RFP.

Contract Negotiations

The selected vendor may be required to enter into contract negotiations at the discretion of HBLB. If an agreement cannot be reached to the satisfaction of HBLB, HBLB may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified vendor.

Upon acceptance of Vendor's proposal by HBLB, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Legislative Contract Review Oversight Committee of the State of Alabama and will require the approval and signature of the Governor of the State of Alabama. Any awarded contract, proposed changes, amendments, and addendums thereto, must be approved and signed by the appropriately authorized State of Alabama and HBLB official(s) to be legally effective.

Vendor will assume responsibility for providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or his designee. The executed contract will not be effective until it has received all requisite state government approvals. Vendor shall not begin performing services thereunder until notified by HBLB. Vendor will not be entitled to compensation for work or services performed prior to the effective date of any awarded contract. If Vendor begins any billable work prior to final approval and execution of a contract, Vendor does so at its own risk. Vendor is entitled to no compensation for work or services performed prior to the effective date of the contract.

This RFP does not, by itself, obligate HBLB; such obligation shall commence only upon the execution of any approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with Vendor's proposal.

HBLB hereby reserves the right to add terms and conditions during contract negotiations, all within the scope of this RFP.

Standard Contract Terms

A standard agency contract will be required. Standard agency Acknowledgement Forms will be required for any individual associated with the successful vendor to perform services under an executed contract.

Proposed Contract/Contract Term

The anticipated contract term for this RFP is a two (2) year period.

HBLB reserves the right, however, to include up to three (3), one-year renewal options, at its discretion, in any initially awarded contract. When provided for in any executed contract, HBLB has the sole option to exercise renewal options and such renewal shall be under the same terms and conditions of the original contract.

Unless otherwise provided by any executed contract, the holding over of the contract, excluding any exercised renewal options, will be considered a month-to-month extension and all other terms and conditions shall remain in full force and effect. To be effective, any renewals must also be submitted and approved by the Alabama Legislative Contract Review Oversight Committee and require the approval and signature of the Governor of the State of Alabama to be effective.

Reservations

HBLB anticipates awarding a contract to the most responsible, substantially compliant, and lowest-priced Vendor. However, HBLB hereby reserves the right to cancel this RFP, reject any or all proposals, to reject individual proposals for failure to meet any requirement; to award by item, part, or portion of an item, group of items, or total; to waive minor defects and/or seek additional proposals by reissuing this RFP; and also reserves the right to award one or more professional service contracts that HBLB determines to be in the best interest of the State of Alabama and HBLB. All services may be awarded to one professional service provider or HBLB may award different services described in the RFP to different/multiple providers; likewise, HBLB may award a contract to a single vendor with one or more approved sub-contractors.

HBLB reserves the right to award the contract to a vendor other than the lowest-priced vendor if a higher-priced proposal provides the best value as determined by HBLB.

Submission of a proposal confers on Vendor no right to a selection or to a subsequent contract.

This process is only for the benefit of HBLB and is to provide HBLB with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of HBLB.

Payment of Costs

HBLB is not responsible for and will not pay or reimburse any associated cost incurred by Vendor in the preparation and submission of Vendor's proposal or in any processes associated with Vendor's participation, regardless of whether Vendor is selected.

Evaluation and Method of Selection

HBLB will designate a Proposal Evaluation Committee to be made up of at least three (3) members of HBLB Senior Staff. The Proposal Evaluation Committee will evaluate all proposals according to the following criteria: Experience, Expertise, Knowledge, Stability, and Reputation of Vendor, including Certification (40%); Understanding and Responsiveness to RFP (30%); and Proposed Budget (30%).

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide comprehensive statements that illustrate their understanding of the proposed contractual requirements. HBLB may seek clarification of a proposal from any vendor at any time; Vendor's failure to timely respond is cause for rejection. Clarification is not an opportunity to modify a proposal.

HBLB may request an oral presentation or conduct interviews to support Vendor's written proposal.

Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant.

Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful vendor. All proposals received will become the property of HBLB. HBLB further reserves the right to use for its benefit the ideas contained in proposals received. After the evaluation of proposals received and selection of the successful vendor, the selection and the award will be posted on the agency's website.

Upon HBLB selecting a vendor's proposal for contract negotiations, HBLB will send that Vendor written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as HBLB signs a contract or determines negotiations with vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with HBLB.

HBLB anticipates making a vendor selection by January 11, 2019, but reserves the right for an extension of time as required.