

August 2, 2002

Dear Contractor:

The Office of Information Technology, acting on behalf of the City of Oakland, invites you to submit a proposal to provide an Unattended Backup Solution. The attached Request for Proposal (RFP) describes the requirements for the Unattended Backup Solution that is desired by the City of Oakland.

This RFP from the City of Oakland is available to prospective contractors via electronic format on the City of Oakland's website <http://www.oaklandnet.com>. Prospective contractors are responsible for making copies as required to satisfy their needs. All responses to this RFP must be received before 5:00pm, August 30, 2002.

Attention: If you did NOT receive an original email invitation to bid, you must respond via email to

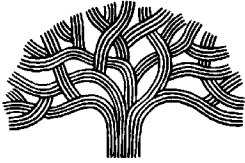
UnattendBackup@oaklandnet.com

with your information (name, address, contact, email) in order to receive additions and addendums regarding this RFP.

We appreciate the effort you will make to provide a comprehensive proposal and look forward to receiving your response.

Very truly yours,

Patrick Simon
Director
Office of Information Technology



CITY OF OAKLAND

REQUEST FOR PROPOSAL

Unattended Backup Solution

**RESPONSE DUE
BEFORE**

**5:00 p.m.
August 30, 2002**

**Office of Information Technology
Attention: Unattended Backup
City of Oakland
c/o Office of the City Clerk
One Frank H. Ogawa Plaza
Oakland, CA 94612**

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1. PURPOSE

This Request for Proposal (RFP) describes the required products, services, terms, and conditions for the **Unattended Backup Solution** for the Office of Information Technology. This RFP covers our baseline requirements and develops a projected growth plan for the next three years. The overall objective of this Project is to complete the installation of the baseline phase no later than March 2003.

Proposal submission requirements provide the information specified herein on the requested format for proposals. It contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met in each proposal.

This RFP is being made available to Contractors who have been certified with the City's Contract Compliance Office, those who have expressed interest in participating in the bid process and those who have responded to published solicitations for bid. Other Contractors who believe they are capable may also gain access to this RFP and will be allowed to submit a proposal in accordance with the requirements and dates set forth herein. This RFP is available in electronic format on the City of Oakland's website <http://www.oaklandnet.com>. Prospective contractors are responsible for making copies as required to satisfy their needs.

Contractors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP and prior to the pre-proposal conference, so that their relevant questions and information needs can be identified and answered.

OBJECTIVES

The objectives of this RFP are:

- Acquire an Unattended Solution for backing up and protecting the City of Oakland's data.
- Provide for growth and management of the number of NT (currently 40+) and UNIX (currently 3+) Servers backed up each evening (refer to Item 29 on Page 7).
- Provide capability to manage backups in multiple (currently 5 different) locations
- Provide for management reporting both summary and detail reports
- Integrate with the existing systems network and operational environment
- Provide the City the capability to continue storing critical data offsite
- Improve overall network and system performance
- Maximize server availability schedules for City users (Servers are only available for backup from 5:00pm to 7:00am).
- Back up and restore capabilities for servers on both sides of the firewall.
- Provide an infrastructure foundation for disaster recovery and business operations continuity.
- Implement an "Unattended Backup Solution" that requires no human intervention

2. BUSINESS CONTEXT

The City of Oakland Computer Operations Center's (COC) main computer room contains a SUN E10K with 2 domains, and 12 PC servers. In a separate server room there are 30 additional PC servers. Servers are located in four locations other than the COC. Currently most of the non-COC machines are located in the same building but this might change in the future. Remote locations, that is, equipment at locations other than the COC, are backed up to tape over the network during the evening.

The COC currently uses a SUN L40 tape unit with four drives and **Veritas Netbackup** software. Currently, the COC backs-up multiple Oracle databases on a SUN E10K Server in the COC. They also perform full backups of more than 40 of Oakland's approximately 120 PC servers each evening including seven Microsoft Exchange servers.

The COC is staffed on a 7 day by 24-hour basis. The backup window is from 5:00 pm until 7:00 am daily. Currently 3000 GB to 3200 GB of data is backed up. All of the City's servers are connected to the City's WAN using 10T/100T or a 1 GB routed Ethernet.

There is little margin for error with the COC's backup schedule. As Oakland adds more servers to the backup list, there will be a point in time in which the schedule cannot be met. Currently all of the servers backed up are inside the City's firewall. The City has several servers outside the firewall that require backup. The City also has the requirement to store selected data offsite.

The City of Oakland's target is to complete this Project by January 2003.

3. REQUESTED PRODUCTS AND SERVICES

This RFP covers the baseline requirements, and provides a growth plan for three years with estimated costs. Vendors will be expected to identify the following as part of their proposed solution:

- All Hardware and related costs including sales tax and shipping
- All required software and related costs including sales tax and shipping
- Project management and installation services and costs
- Proposed training plan and costs
- Maintenance agreement and costs including sales tax
- Other costs required to achieve a fully operational “Unattended Backup Solution”

BUSINESS REQUIREMENTS CONCERNING YOUR PROPOSED SOLUTION

Vendors must answer each of the following in writing describing their proposed solution’s capabilities:

1. Describe your solution’s capability to backup and restore data across the existing local area network.
2. Describe your solution’s ability to backup and restore data across an internal private LAN (for example - fiber channel network used for backups only).
3. Describe your solution’s ability to backup and restore data across an IP converged WAN/LAN without interruption of voice over IP.
4. Describe your solution’s capabilities for backing up and restoring remote locations and facilitating the offsite storage of information.
5. Describe your ability to backup and restore a Microsoft SQL database.
6. Describe your solution’s ability to backup and restore a Microsoft Exchange database.
7. Describe your solution’s ability to backup and restore Oracle databases.
8. Describe your solution’s ability to backup and restore servers on both sides of the firewall.
9. Describe how your solution allows the user to define incremental backups and how these backups will take place.
10. Describe your solution’s compatibility with Veritas Netbackup running under Solaris 8 and 9.
11. What are your solution’s requirements for bandwidth to achieve optimum network performance?
12. Describe your product’s ability to backup to DLT Tapes.
13. Describe how your solution is a turnkey solution capable of providing or supporting automated scheduled backups of NT and UNIX platforms.

14. Describe your solution's ability for automated "vaulting" of information to off site storage.
15. Describe your solution's ability to provide reporting of information at a detail level.
16. Describe your solution's capacity to generate Management and Summary level reports.
17. Describe your solution's security.
18. Describe your solutions ability to modify assigned raid levels without disruption.
19. Describe your solution's ability to isolate storage space.
20. Describe how your solution facilitates disaster recovery.
21. Provide evidence that your solution is 100% compatible with Windows NT, Windows 2000, Windows XP, and Sun Solaris 2.8/2.9.
22. Provide detailed information regarding your solution's architecture, design, connectivity, floor space, service clearance, electrical and HVAC requirements.
23. Discuss your firm's product life cycle and support, including the processes required to enhance or expand you proposed solution.
24. Discuss the help desk support and problem escalation procedures you provide as part of the solution.
25. Describe the classes/types of maintenance you offer including the cost.
26. Describe the training required for your solution.
27. State what level of access is required to operate and troubleshoot problems with your solution.
28. Describe the documentation you will provide with your solution.
29. Describe your process for distributing updates and product bulletins
30. Describe your solution's 3 year growth plan with estimated costs to include hardware, software, maintenance, and all other costs requirements to fully meet the following growth plan:

| | NT Servers | NT Data | Unix Servers | Unix Data |
|----------------------|-------------------|----------------|---------------------|------------------|
| Baseline | 40 | 1200GB | 3 | 2000GB |
| End of Year 1 Growth | 120% | 120% | 133% | 200% |
| End of Year 2 Growth | 40% | 50% | 33% | 40% |
| End of Year 3 Growth | 30% | 40% | 25% | 30% |

31. Describe any "Value Added" services to be provided as part of the contract.

32. Provide 5 references with current Customer name, contact name, address, phone and fax numbers.
33. Provide an estimate of the total time per day required to perform backups with your solution using the following data in #28.
34. Describe how your solution manages storage for diskless clients.
35. Describe your unattended backup solution's implementation plan.

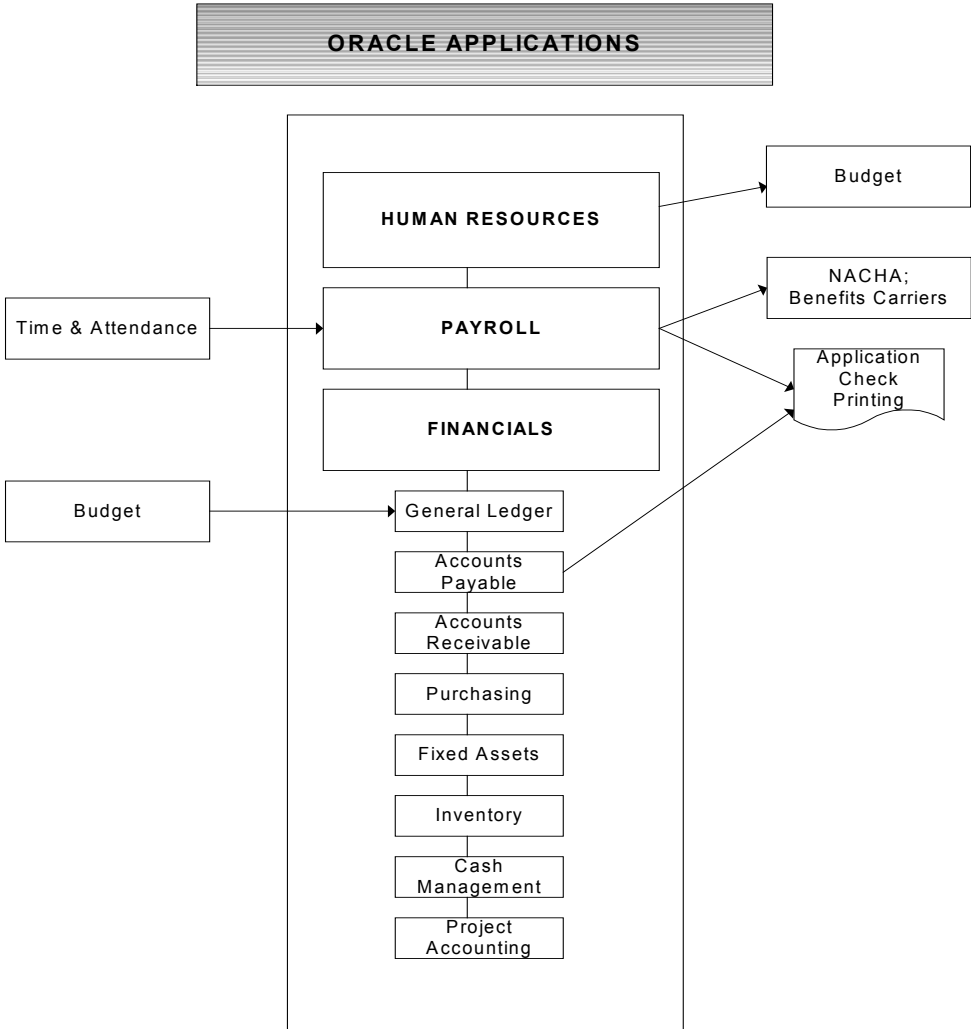
4. TECHNICAL ENVIRONMENT

This section gives a high level overview of the current infrastructure configuration that the City of Oakland uses to support its Oracle ERP application system environment. Ideally, this is the environment in which all-future application systems will exist or interface.

APPLICATIONS

The applications environment consists of the Oracle 10.7SC Enterprise Suite of HRMS and Financials. The applications are run in a fully integrated mode. Data is shared between core modules and third party applications via interfaces. It is implemented in a single ORACLE_HOME in the traditional configuration. The application and forms are served from a middle tier Windows NT 4.0 server running Oracle 7.3.4 while the database resides on an 8.5.5 partition.

Below is a high level diagram of the applications environment:



DATABASE SYSTEM

The City of Oakland uses a Sun E10000 server divided into two domains to support the current release (R10.7SC) of the Oracle Financials and Human Resource applications. One of the domains is being used as the production environment, while the other domain is being used as the test/development environment.

The production domain currently uses 16 CPUs with 12 GB of memory and 1TeraByte of disk space, while the test domain has 4 CPUs with 4 GB of memory and 1TeraByte of disk space.

The Oracle application currently resides on two hardware platforms - the database server and the application server. The current implementation of Oracle 10.7 has the database server on 2 separate domains of the Sun E1000 (a production domain and a test domain), while the application server is on an NT machine as illustrated in the following Tables 1 through 3:

DATABASE SERVERS

| Attribute | Value |
|----------------------------------|--|
| Domain Name | Production |
| Server Make, Model | Sun E10000 |
| Processors | 16 CPUs (400 MHz, 8MB Cache) |
| Memory | 12 GB RAM |
| Swap | 26GB |
| Network | Gigaplane-XB interconnect |
| Disks | Sun StorEdge T3 consisting of 4 RAID 5 LUNs. Each LUN has 9x36GB disks, including a hot spare. |
| Operating System | Sun Solaris 2.8 |
| Oracle Server | Oracle RDBMS 7.3.4 |
| Oracle Applications | Oracle Applications Release 10.7 SC |
| Size of allocated database files | 200GB |

Table 1 – Production Server

| Attribute | Value |
|---|--|
| Domain Name | Test1 |
| Make, Model | Sun E10000 |
| Processors | 4 CPUs (400 MHz, 8MB cache) |
| Memory | 4 GB RAM |
| Swap | 10 GB |
| Network | Gigaplane-XB interconnect |
| Disks | Sun StorEdge T3 consisting of 4 RAID 5 LUNs. Each LUN has 9x36GB disks, including a hot spare. |
| Operating System | Sun Solaris 2.8 |
| Oracle Server | Oracle RDBMS 7.3.4 |
| Oracle Applications | Oracle Applications Release 10.7 SC |
| Oracle server and tools owner (Unix user) | Oracle |
| Applications program files owner (Unix user) | Applmgr |
| ORACLE_SID (Development / Test) | testhrfn / devhrfn |
| Size of allocated database files (Dev / Test) | 180 GB / 180 GB |

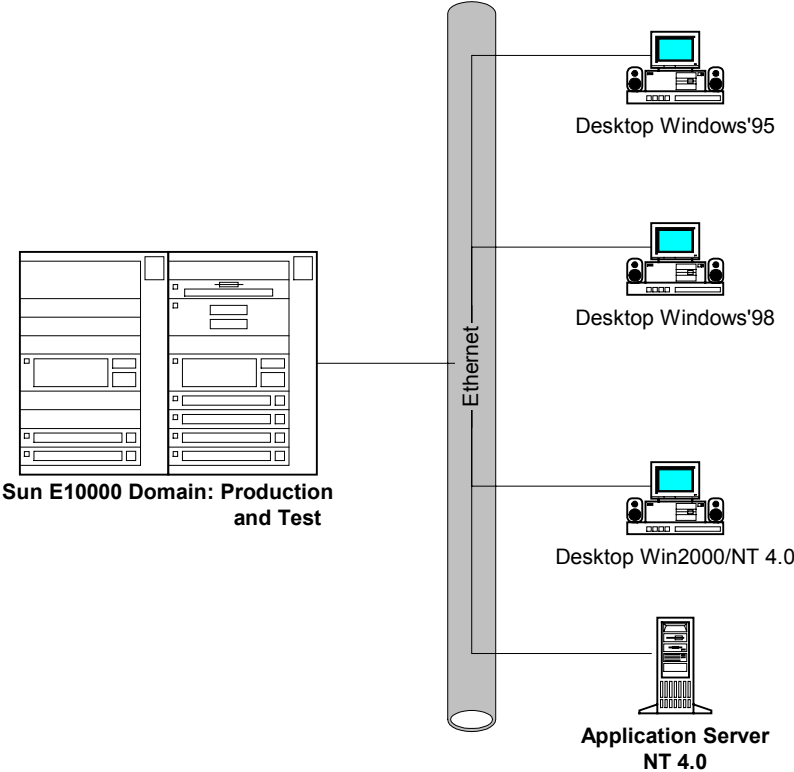
Table 2 – Test Server

APPLICATION SERVER

| Attribute | Value |
|---------------------|---|
| Server Name | y2k05 |
| Make, Model | HP E800 |
| Processors | 1 CPUs (933 MHz) |
| Memory | 640 MB RAM |
| Network | Embedded netserver 10/100 TX PCI LAN Controller |
| Disks | 3x18.2 GB |
| Operating System | Windows NT 4.0 |
| Oracle Applications | Oracle Applications Release 10.7 SC |

Table 3 – Application Server

CURRENT APPLICATION/DATABASE INFRASTRUCTURE



NETWORK ARCHITECTURE

Current Network Architecture pertaining to Oracle ERP Applications:

| Attribute | Value |
|------------------------|---|
| Domain | Oaklandnet.com |
| Network | Backbone consists of a 1Gb routed Ethernet |
| Routers | Cisco, Cabletron |
| Protocols | TCP/IP, IPX/SPX |
| Desktop IP addressing | Mostly DHCP (Dynamic Host Configuration Protocol) but some static |
| Printer Configurations | Network/Local printers |

DESKTOP

There are primarily two classes of users, Business Users and Developers. Typical PC configurations for each Client machine are listed below.

Business Users

- Pentium I & II
- 32-128 MB RAM
- Variable hard disk capacities
- Windows 95/98/NT/2000

Developers

- Pentium III
- 128 MB RAM
- Variable hard disk capacities
- Windows 95/98/NT/2000

OPERATIONS

The City of Oakland has a Computer Operations Center (COC), which contains a SUN E10K, IBM AS400, and 42 PC Servers. A DEC Alpha Server is located in the Emergency Operations Center. In addition, there are several other remote locations that contain Servers.

Operations service is performed on a 24/7 availability basis. COC's personnel are responsible for monitoring and initiating jobs and performance of back ups.

The COC currently uses a SUN L20 tape unit with four drives and Veritas Netbackup software. Remote locations are backed up to tape over the network during the evening. The AS400 is backed up with proprietary backup software.

5. QUALIFICATIONS

In order for a proposal to be considered, the primary respondent vendor (i.e. Prime Contractor) must meet all of the following criteria:

- a. Must provide sufficient information to establish that it can perform/provide all services as outlined in ***Section 3. Request for Services.***
- b. Must satisfactorily answer **all** qualifying questions as outlined in ***Section 3. Request for Services.***
- c. Company/Corporation must be fiscally sound and in good standing with the City of Oakland as outlined in ***Section 11. Good Standing.***

6. SUBMITTAL OF PROPOSAL

In order for a proposal to be considered, each proposing Contractor must:

- a. Submit a proposal by standard mail, courier, or hand-delivered. To be considered the proposal must arrive **BEFORE 5:00PM on August 30, 2002** at:

**Office of Information Technology
Attention: Unattended Backup RFP
City of Oakland
C/o Office of the City Clerk
One Frank H. Ogawa Plaza
Oakland, CA 94612**

Proposals submitted by fax or email will not be accepted.

Late proposals will not be accepted.

Proposals will not be accepted on Federal, State, or City holidays.

*Hand-delivered responses will only be accepted between the hours of 9:00AM and 5:00PM,
Monday through Friday*

- b. Submit **an original plus five (5) bound copies** of its proposal on 8-1/2 x 11-inch paper and a print-ready electronic copy on CD. The original proposal shall be clearly marked and be loose leaf or in 3-ring binder, **not** bound.
- c. Include all information as outlined in ***Section 7. Proposal Content & Submittal Requirements.***
- d. Submit an original transmittal letter on letterhead of the entity being represented. The firm's owner or a member who is authorized to make the proposal on behalf of the entity shall sign the transmittal letter.
- e. Proposals shall be received only at the address shown above and prior to the time indicated. Any proposals received at or after said time and/or date or at a place other than the stated address will not be considered. Retrieval will be the responsibility of the Contractor.

7. PROPOSAL CONTENT & SUBMITTAL REQUIREMENTS

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Contractor will become, at the option of the City of Oakland, a contractual obligation if a contract ensues. Failure of the successful Contractor to accept this obligation may result in cancellation of the award.

RESPONSIVENESS

Proposals must respond to all requirements of this RFP to the maximum extent possible. Contractors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed service. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

RESPONSE MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the City of Oakland and will not be returned to the contractor.

FORMAT OF PROPOSAL

Contractor proposals must be submitted in the following the format prescribed below, including:

- I. Executive Summary
- II. Company Background
- III. Project Methodology
- IV. Proposed Team and Organization Structure
- V. Qualifications & Experience of Proposed Project Team
- VI. Project Description & Work Breakdown
- VII. Description of Proposed Solution
- VIII. Proposed Schedule/Timeline for Completion
- IX. Estimated Time And Costs Associated With Each Activity
- X. Answers to Qualifying Questions
- XI. References
- XII. Other Pertinent Information
- XIII. Executed Mandatory Schedules

PROJECT METHODOLOGY

INCLUDING A WORK BREAKDOWN STRUCTURE OUTLINING SPECIFIC TASKS AND THE RESPECTIVE ROLES OF THE CITY AND CONTRACTOR RELATIVE TO THE SERVICES TO BE PERFORMED.

This information must include specific activities/deliverables to be performed by the Contractor and expectations of the City's role for the specific activity/deliverable. The proposal should, at a minimum, address each of the activities outlined in SECTION 3. If the Contractor believes additional services should be included, these additional services should be included in the proposal as well.

While the Office of Information Technology will coordinate the project, Contractor should assume that City Staff involvement would be minimal therefore, project staffing should be geared so that it does not affect the City of Oakland's current staffing levels or workload.

ESTIMATED TIME AND COSTS ASSOCIATED WITH EACH ACTIVITY

It is the City's intent to award a fixed price contract for the completion of all work requested herein.

Total cost for the services (including your travel and other out-of-pocket expenses) will be a key factor in the evaluation of your proposal. **Your proposal must provide price commitments for a period of 120 days following the proposal due date.**

The City has established a project completion date of March 2003. Your Proposal should provide what your experience has shown to be a realistic delivery and implementation schedule. The schedule should not be dated, but should break out the implementation schedule in terms of weeks following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be performed by the Contractor as well as by the City should be specifically stated and included in the schedule.

CONTRACTOR INFORMATION & HISTORY

Provide a brief background of your Company including at a minimum:

- Name of incorporation, year founded
- Headquarters and satellite locations
- Number of employees currently employed by your Company
- Current strategic alliances

Please provide information that will enable us to evaluate your company's financial stability, growth history, and support capabilities. We require that you include the following: (1) Most recent audited financial statements; (2) Ownership of your company; (3) Number of years in business.

EXPERIENCE OF CONTRACTOR AND THE PROPOSED TEAM MEMBERS

The proposal must include a description of the Contractor's experience and knowledge of the applicable services, applications, hardware, laws and regulations, customer service standards, needs assessment, etc. The proposal must indicate the prior experience of the Contractor in accomplishing these minimum requirements. The proposal must also include resumes of proposed team members, outlining the member's knowledge and experience in performing requested services. Experience of proposed team members shall be verified during contractor short list interviews.

REFERENCES

Contractor shall provide a list of references in which the Contractor has provided similar *Installation Services*. The name of the facility along with a current and accurate point of contact, including telephone number, must be provided for each reference. City or county municipalities experience is not mandatory but deemed helpful.

EVALUATION CRITERIA

| | Criteria | Weighting |
|---|---|------------------|
| 1 | Answer's to Business Requirements | 35% |
| 2 | Evidence of the Contactor's Successful Installation of an Unattended Backup Solution for a similar environment as described in this RFP | 20% |
| 3 | Adequacy of the Proposed Methodology and Project Plan to Accomplish the Requested Services | 20% |
| 4 | Scalability of the Contractor's Proposed Solution to meet growth plan on page 28, item #29. | 15% |
| 5 | Completeness and Adherence to the RFP Proposal Submittal Format | 10% |
| | | 100% |

8. CONTRACTOR RESPONSIBILITY

The City of Oakland prefers to contract with a primary contractor. If you propose a multi-contractor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The prime contractor will be responsible, and must take responsibility, for the entire contract performance whether or not subcontractors are used.

9. GENERAL REQUIREMENTS

- a) Exhibit A, City of Oakland Local and Small Local Business Enterprise Program, describes the objectives, goals and policies of the city regarding the participation of Local Business Enterprise / Small Local Business Enterprise (L/SLBE) in the city's professional services contracts. (For definition of Certified LBE/SLBE see Local and Small Local Business Enterprise Program, *Appendix J*)
- b) The prospective service provider must have on file with the City of Oakland a Nuclear Free Zone disclosure Form-S stating that neither the service provider nor any of its subsidiaries, affiliates or agents engage in nuclear weapon work or anticipate entering into such work for the duration of its contract with the City of Oakland. Such Disclosure Forms enable the City to determine whether the contractor is in compliance with Ordinance No. 11062 C.M.S., adopted December 16, 1988. The prohibition against contracting with a nuclear weapons maker may be waived if the City Council determines, after public hearing, that a specific contract is essential to the proper functioning of the city government and that no reasonable alternative exists.
- c) This contract for this project is subject to the Living Wage Ordinance (No. 12050 C.M.S.) of the Oakland Municipal Code and its implementing regulations. The Ordinance requires that, unless specific exceptions apply or a waiver is granted, all service contractors who receive contracts for 25,000 or more in any twelve month period and recipients of City financial assistance of \$100,000 or more in any twelve month period shall provide payment of a minimum level of compensation to employees who perform services under or related to the contract project of program of \$9.45 per hour if health benefits of at least \$1.25 per hour are offered, or \$10.87 per hour if no health benefits are offered. Such rate shall be adjusted annually pursuant to the terms of the Ordinance. (See Appendix D)
- d) All proposals will become the property of the City of Oakland and will not be returned to Contractors. The City reserves the right to reject any and all proposals. The City is not liable for any costs incurred by contractors prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the contractor in responding to the RFP are entirely the responsibility of the contractor, and shall not be reimbursed in any manner by the City of Oakland.
- e) The City will furnish no materials or labor. Only an officer of the City of Oakland can legally commit to the expenditure of funds in connection with this proposed procurement. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.
- f) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- g) The City reserves the right to cancel this RFP, in whole or in part, reject all proposals submitted in response, or decide to award a contract to perform only some of the services outlined in this RFP.
- h) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

- i) The City reserves the right to obtain written clarification of any point in a Contractor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Contractor to respond to such a request for additional information or clarification may result in rejection of the Contractor's proposal
- j) Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Contractor's information not being reviewed.
- k) City of Oakland reserves the right, without qualification, to select a Contractor for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- l) Elaborate brochures, sales literature, and other presentations beyond that which is sufficient to present a complete and effective response are not desired.
- m) The RFP shall not be made contingent upon uncertain events or engineering, which shall not have occurred until after the RFP is completed.
- n) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Contractors who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.
- o) Contractor agrees that any response submitted to this RFP will remain current and valid for a period of not less than 90 days from the proposal due date.

It is a City of Oakland requirement that the documents listed below be included as part of the response to this RFP. The City of Oakland's Contract Compliance Office at the Pre-Proposal Conference will address specific questions regarding compliance. **See Appendices A through J** for the appropriate forms.

- Professional Services Questionnaire (Schedule D) to be completed by the prime Contractor only.
- Project Consultant Team Listing (Schedule E) to be completed by the prime Contractor
- Employment Questionnaire (Schedule F) to be completed by all Contractors
- Independent Contractor Questionnaire (Schedule M)
- Living Wage Declaration (Schedule N) to be completed by all Contractors
- Contractor Campaign Contributions Statement (Schedule O) to be completed by all Contractors.
- Nuclear Free Disclosure Form (Schedule P) to be completed by all Contractors
- Local and Small Business Enterprise program description (Exhibit R)

The items listed below have been included for reference. Contractors should familiarize themselves with the documents identified here, as they will become part of the contractual agreement between the City of Oakland and the selected Contractor. **See Appendices A through J.**

- Completed New Business Application Form or Verification of Oakland Business License.
- Professional Services Agreement (Exhibit G - sample is included for reference and will be used as a basis for contract negotiations in conjunction with the Scope of Work.)

10. CITY CONTACT

The City of Oakland's Office of Information Technology is coordinating this RFP. Any questions or inquiries pertaining to this RFP must be submitted by fax or email prior to or during the Pre-Proposal Meeting scheduled for **10:00 a.m. on August 16, 2002** to:

Office of Information Technology
Attention: Unattended Backup Solution RFP
C/o Office of the City Clerk
One Frank Ogawa Plaza
Oakland, CA 94612
Fax: (510) 238-2281

Email: **UnattendBackup@oaklandnet.com**

The City will not accept questions after the Pre-Proposal meeting.

No contact initiated by contractors will be allowed between contractors and members of the City of Oakland's Proposal Evaluation Team from the date of distribution of this RFP until after the proposal evaluation period, except for questions properly presented during the pre-proposal meeting or submitted via E-mail as noted above.

11. PRE-PROPOSAL MEETING

DATE AND LOCATION

A pre-proposal meeting is scheduled for **10 a.m. on August 16, 2002 at 150 Frank H. Ogawa Plaza, Second Floor, Oakland, California**. There is no limit to the number of individuals representing a particular contractor that may attend this pre-proposal conference. Contractors planning to submit a proposal, who are unable to attend the pre-proposal conference, should contact [Vivian Inman](#), Contract Compliance Officer, at (510) 238-6261. The pre-proposal conference will provide an open forum to review and clarify the following:

- a. The intent and scope of services requested within the RFP.
- b. All required disclosures as identified in Appendices A through J.
- d. The Proposal submittal requirements.
- e. Questions by attendees.

QUESTIONS AND CLARIFICATIONS

An attempt will be made to answer all questions during the pre-proposal meeting including those submitted in advance. In the event that answers or clarification cannot be provided during the Pre-Proposal Meeting, written response will be provided to all parties who have provided contact information as instructed in this RFP.

12. ELIGIBILITY

GOOD STANDING

The City reserves the right to reject proposals from consideration if the Contractor is not in good standing with the City of Oakland with respect to any contract work with the City as well as contract work with any other entity that has been undertaken by Contractor within the past five (5) years. In its analysis of good standing, the City will take into account factors such as, but not limited to,

- timeliness of completion of work,
- payment of employees, business partners, suppliers, or subcontractors in a timely matter,
- whether work was completed by qualified persons in a professional manner, and
- whether work was completed within the original contract budget.

CONFLICT OF INTEREST

The City reserves the right to reject proposals from consideration for conflict of interest reasons. The Fair Political Practices Act and/or Government Code § 1090, et seq., among other statutes and regulations, may prohibit the City from contracting with a Contractor, if the Contractor or an employee, officer or director of Contractor's company, or any immediate family member of the preceding, or any subcontractor or Consultant of Contractor is an elected official, employee, Contractor, board or commission member of the City of Oakland or Redevelopment Agency of the City of Oakland who will 1) award or influence the awarding of the contract, or 2) otherwise participate in the making of the contract. This prohibition may apply to this work contract as well as future contract(s) resulting from this contract.

The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning or drafting of bid solicitations (e.g., preparation of project or construction plans and specifications, performance of design work or completion of project feasibility studies) and requests for proposals, or involvement in preliminary discussions or negotiations. If the contract is awarded to a Contractor with a legal conflict of interest, City or Agency may void the contract as against public policy, retain the benefits obtained under the contract and recover any and all consideration paid under the contract.

13. CONTRACT AWARD

CONTRACT NEGOTIATIONS

The City intends to select a proposed awardee on or about **October 11, 2002**. Upon selection, the City will enter into contract negotiations with the successful contractor. A contract must be completed and signed by all parties concerned on or before **October 18, 2002**.

AWARD OF CONTRACT

The contract will be awarded to that contractor that conforms most closely to the RFP and is felt to be the most advantageous to the City, price and other factors considered. The City reserves the right to negotiate with the contractor selected in the evaluation process for this contract for the Unattended Backup Solution that best meet its needs within any limitations of available funding.

NEWS RELEASES

News releases pertaining to this procurement or any part of the subject or services shall not be made without prior approval of the City of Oakland.

14. EVENT SCHEDULE AND TARGET DATES

| | TASK | DATE | RESPONSIBILITIES |
|---|------------------------------------|---------------------|-------------------------|
| 1 | RFP put on Web Site | 8/2 | OIT - City of Oakland |
| 2 | Pre-proposal conference | 8/16 | OIT - City of Oakland |
| 3 | RFP Responses Deadline | 8/30 5:00 PM | Contractor |
| 4 | Review & Evaluate Responses | 9/13 | OIT - City of Oakland |
| 5 | Short List Contractors | 9/27 | OIT - City of Oakland |
| 6 | Short Listed Contractor Interviews | 9/27 – 10/4 | OIT - City of Oakland |
| 7 | Select Finalist | 10/11 | OIT - City of Oakland |
| 8 | Negotiate Contract to be Awarded | 10/18 | OIT – Contractor |
| 9 | Council Approval of Contract | 12/18 | OIT – Contractor – City |

15. GLOSSARY

| Term | Definition – For purposes of this RFP |
|--------------------------------|--|
| Agency | A third party contracted by a Customer, to conduct business with the City of Oakland on their behalf. |
| Application Environment – COTS | The current production environment of Oracle Applications including HRMS, and Financial application suites running on Release 10.7SC |
| City | Refers to the City of Oakland |
| Company | Refers to the firm, consultant, bidder, vendor, or proposer specifically the primary subject. |
| Contractor | Refers to the firm, consultant, bidder, vendor, or proposer specifically the primary subject. |
| OIT | City of Oakland’s Office of Information Technology |
| Oracle R10.7SC | City of Oakland’s version of Oracle Applications Release 10.7 Smart Client, Production Version 16 |
| Oracle R11i | Current released version of Oracle Applications Release 11i |
| System | The Application Environment and related hardware components |
| User | A City of Oakland Staff member who utilizes the Oracle Application functionality |
| Vendor Contact | The person designated to send and receive documents and communications on behalf of the Vendor |
| Primary Contractor | The firm or contractor who has the main responsibility for managing a project and its resources. |

16. APPENDICES

| Appendix | Reference | Title |
|----------|------------|--|
| A | Schedule D | Professional Services Questionnaire http://www.oaklandnet.com/oit/ScheduleD.pdf |
| B | Schedule E | Project Consultant Team http://www.oaklandnet.com/oit/ScheduleE.pdf |
| C | Schedule F | Employment Questionnaire http://www.oaklandnet.com/oit/ScheduleF.pdf |
| D | Schedule N | Declaration of Compliance – Living Wage http://www.oaklandnet.com/oit/ScheduleN.pdf |
| E | Schedule O | Campaign Contributions http://www.oaklandnet.com/oit/ScheduleO.pdf |
| F | Schedule P | Nuclear Free Zone Disclosure http://www.oaklandnet.com/oit/ScheduleP.pdf |
| G | Exhibit G | Professional Services Agreement http://www.oaklandnet.com/oit/PSSSampleAgreement.pdf |
| H | ----- | New Business Application Form or Verification of Oakland Business License |
| I | Schedule M | Independent Contractors Questionnaire, Part A & B http://www.oaklandnet.com/oit/ScheduleM-AB.pdf |
| J | Exhibit R | Local and Small Business Enterprise program description http://www.oaklandnet.com/oit/ExhibitR.pdf |