

# CITY OF SANDPOINT REQUEST FOR PROPOSALS - RFP NO. 20-1920-1: INFORMATION TECHNOLOGY CONTRACT SUPPORT SERVICES

RFP Title:	Information Technology Contract Support Services		
Purpose:	The purpose of this solicitation is to procure qualified Information Technology Contract Service Providers to provide Information Technology support services including technology upgrades to the City of Sandpoint.		
Submission Deadline:	2:00:00 p.m. Pacific Daylight Time, Thursday, August 27, 2020		
Questions Deadline:	2:00:00 p.m. Pacific Daylight Time, Friday, August 21, 2020		
Submissions:	Mail/Deliver (4) hard copies and (1) thumb-drive, pdf copy to:  City of Sandpoint, City Clerk  1123 Lake St.  Sandpoint, ID 83864		
Written Inquiries:	Cheryl Hughes Contract/Procurement Officer chughes@sandpointidaho.gov		
RFP Contents:	<ul> <li>A. Instructions</li> <li>B. Overview and Scope of Services</li> <li>C. Submission and Inquiries</li> <li>D. Required Proposal Format and Content</li> <li>E. Review and Evaluation of Proposals</li> <li>F. Schedule</li> <li>G. Protests <ul> <li>Responder Certification</li> <li>Sample Agreement</li> <li>Exhibit A – City Software Application List</li> </ul> </li> </ul>		

#### A. INSTRUCTIONS

The City of Sandpoint will receive proposals for:

#### RFP NO. 20-1920-1 - INFORMATION TECHNOLOGY CONTRACT SUPPORT SERVICES

IT IS UNDERSTOOD that the City of Sandpoint reserves the right to reject any or all proposals for any or all products and/or services covered in this solicitation and to waive informalities of defects in such proposals.

Proposals must be submitted as required in Section D, as well as filling out, signing, and returning "Responder Certification" page within this packet. Proposal and Responder Certification to be **signed by a person having the authority to bind the Contractor in a contract.** Completed proposals and Responder Certification page to be submitted as follows:

U.S. Mail or by other delivery method, three (4) sets and one (1) thumb drive, pdf copy, of proposal to:

City of Sandpoint Attn: City Clerk 1123 Lake Street Sandpoint, Idaho 83864

All mailed/delivered Proposals must be received not later than 2:00:00 PM PST, Thursday, August 27, 2020.

Emailed submissions will not be accepted for this RFP.

GENERAL INSTRUCTIONS: Responders to this solicitation should carefully examine all terms, conditions, specifications and related documents. Should a responder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sandpoint's interpretation shall govern.

LATE PROPOSALS: Proposals received after submission deadline will not be considered and will be rejected. City of Sandpoint is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Central Services Division's office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn prior to the RFP deadline. Notice to

withdraw the proposal must be in writing and, if received after the RFP deadline, shall not be considered.

CONTRACT AWARD: If a contract is awarded, it will be awarded to the proposal providing services at the best value to the City. The City has the right to award a contract upon the conditions, terms and specifications contained in submitted proposals to the City for a period of up to ninety (90) days following the date specified for RFP deadline. In awarding a contract, the City may waive minor technicalities and informalities in the solicitation process and proposals received if they are not material to or alter any of the conditions, terms or specifications contained in the Request for Proposal or a qualifying proposal.

REJECTION OF PROPOSALS: The City may choose to reject all proposals and not award a contract. If the City does not award a contract within ninety (90) days following the RFP closing date, all proposals will be deemed rejected.

PURCHASE ORDER: City of Sandpoint shall generate a purchase order to the successful responder. The purchase order and contract number must appear on all invoices, packing lists, and any and all related correspondence. City of Sandpoint will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

Proposals MUST COMPLY with all federal, state, county, and local laws concerning this type of good or service.

DOCUMENTATION: Responder shall provide with this proposal, all documentation required by this RFP. Failure to provide this information may result in rejection of submitted proposal.

### **B. OVERVIEW AND SCOPE OF SERVICES**

#### 1. OVERVIEW:

#### **Current Technology Environment**

The City currently utilizes an outside vendor with three employees (owner included) to manage Information Technology services. The City operates both wired and wireless networks. There are three data centers with 19 physical servers and 6 Hyper-V virtual servers. These data centers supply services to seven (7) facilities and the City has multiple facilities supplied via fiber optics. There are currently 90 Full Time employees and approximately 60 desktops computers, 35 laptop computers, 15 tablets, 74 VoIP phones, approx. 70 mobile phones, and 15 printers/copiers. The City owns and operates Wi-Fi hot spots- one (1) internal Wi-Fi at City Hall, one (1) Public Wi-Fi at another off-site location in the city.

Please see Exhibit A, City Software Applications, for a list of all software currently utilized in the organization.

The City maintains its own Website and provides live streaming video and recordings of public meetings with IT representation at all City Council Meetings and Planning & Zoning Hearings. The City's website is hosted externally.

The City uses a ESRI based GIS system that is heavily used by both internal staff and external stakeholders.

The City wishes to deploy field-based tablets in the future.

Existing workstations are a mixture of Windows 7 and Windows 10 Professional. The majority of Windows 7 workstations will likely be replaced prior to the execution of the IT Contract Support Services Agreement.

A conversion of electronic mail to Office 365 is currently underway.

The City utilizes a hosted Cisco Voice over IP (VoIP) system and uses Jabber Unified Communications System.

Network equipment consists of Dell switches, Dell Sonicwall firewalls, and Sonic point access points. The City is moving to Meraki for wireless communications.

The majority of City facilities are connected by a single-mode fiber. One or two point to point wireless connections are in use for smaller locations.

The City maintains a Police Domain and a City Hall Domain in separate computer rooms at City Hall. Dell servers handles file, print, and application services.

Water utility SCADA network, servers, and backup are the responsibility of the IT Support Services contractor. The SCADA application(s) and control units are the responsibility of the utility.

Police Department backups are to LTO-7 tape, which is taken offsite weekly. City Hall backups are Datto on premise and cloud. SCADA backups are Barracuda cloud based.

#### 2. SCOPE OF SERVICES:

#### **Network Design and Configuration Services**

- 1. Network switches are primarily Dell. Firewalls are Dell Sonicwall.
- 2. Internet connectivity, WAN, and firewall services are included in the scope of this agreement.
  - a. Firewalls are used for external connections and the connections between Police and City Hall and the Utility and City Hall.

3. Cisco telephony support will be limited to MAC orders (adds, moves, changes) and coordination with the vendor.

#### **Desktop Equipment**

- 1. The Police Department uses approximately 15 Dell Rugged Lattitude mobile data computers. The City has approximately 65 desktop computers, 35 laptops and 15 tablets.
- 2. Cell phones are in the scope of services for this RFP but are limited to Mobile Device Management and support of remote access to email on cell phones and tablets (through Microsoft ActiveSync).
  - a. Cell phone procurement and inventory will be handled by others.

## Service Delivery

- 1. Contractor shall provide Help Desk from 8:00 a.m. to 5:00 p.m. Pacific Time.
  - a. Contractor to provide forty hours of scheduled on-site Help Desk support each week.
    - Support hours to include appropriate level project work as time allows.
  - Contractor to provide 24-hour on-call resources for urgent priorities that may need immediate response on-site and/or remotely.
    - The City does not maintain public safety dispatch capabilities, but other police or fire issues may require after hours support.
    - Public meetings and events may require after-hours support. Contractor proposals must include how end users will be serviced for off-hour requests (i.e., evenings, weekends, and holidays).
- 2. Contractor shall manage all aspects of Help Desk service delivery as a single point of contact, including:
  - a. Tier 1, 2, and 3 problem resolution
  - b. Service request tracking
  - c. Problem management

- d. Call escalation management
- e. Dispatch
- f. Knowledge management
- g. Self-help
- h. Manage the team providing services to the City
- Manage performance of contractor's personnel and services, and continually seek opportunities to enhance and improve performance
- All Help Desk tickets will be reviewed and prioritized by City staff.
  - i. A maximum of two City staff require the ability to adjust priorities within the ticketing system.
- Provide Sandpoint monthly service level reports and access to monitoring tools. Staff may participate in receiving alerts and alarms.
- 3. Contractor to manage audio/visual systems for City public meetings. There are typically 4 public meeting per month beginning at 5:30PM.
  - a. Contractor is expected to flex IT Support hours to allow for coverage of these meetings.
- 4. Operations will be focused on delivering exceptional customer service. The Contractor will be required to measure and monitor customer service and provide monthly reports on customer service delivery. Contractor will also provide a process for customer service escalations and remediation.
- 5. Throughout this section, please note any third-party software tools that the City will be required to procure or that the proposer will be licensing on the City's behalf. Include all costs in your proposal.

#### Desktop Hardware and Software Maintenance Support

- Service provided in this area supports desktop hardware, laptops, tablets, desktop software, and the peripheral devices attached to them. A wide variety of applications are in use across departments.
- 2. Desktop/laptop/tablet Client Services include:

- a. Hardware break/fix
- b. Software break/fix
- c. Peripheral break/fix (i.e., printers, scanners, copiers, fax, audio/visual equipment)
- d. Technology refresh
- e. Installations, moves, additions, and changes
- f. Troubleshoot and fix desktop (on-site or remotely) and network issues
- 3. Desktop/laptop/tablet Application Services include:
  - a. Basic troubleshooting and connectivity support to City applications
  - b. Image management
  - c. Patch management (all applications)
  - d. Implement antivirus automated scheduled scans and automatic definition updates (no manual updates or scan)
  - e. Electronic software distribution
  - f. Integration and testing
  - g. Mobile Device Management for all laptops, tablets, and cell and smart phones
- 4. Asset Management Services include:
  - a. Physical inventory
  - b. Asset receiving
  - c. Asset tracking
  - d. Software license management
  - e. Asset disposal

Contractor is expected to provide 20 hours per week of Communications/Network Administration, Microsoft Server Administration, Office 365 Administration, Security administration and procurement assistance. Service expectations as follows:

#### Communications/Network Administration, Maintenance, and Projects

- 1. The WAN connecting the facilities and internet are City owned fiber. Fiber optic cabling terminates in the Utility MDF.
- 2. City fiber will be maintained and managed by others.
- Contractor will support switching between each facility and each facility's local area network and wireless. The Contractor will coordinate network (including internet) changes and troubleshooting as necessary.
- 4. Communications/Network Administration includes maintaining and monitoring the communication through the City network, ensuring optimal performance. This includes, but is not limited to, data network and wireless infrastructure, protocol, handsets, mobile devices (within City facilities), switches, and VLANs.
- The communication/network responsibilities include regular patching, updates, firmware and service pack updates, network operating system upgrades, and the monitoring, maintaining, and optimization of all the services and devices
- 6. Network projects will also include maintaining the current environment, as well as changes and improvements to existing operations, including new capabilities. Network projects may be scheduled in advance or may be required on an as-needed basis.
- 7. The responsibilities include, but are not limited to:
  - a. Maintaining all WAPs, firewalls, switches, and VPNs; providing network design and engineering expertise to maintain network
  - b. Upgrading or replacing all network equipment based on the City's computer equipment replacement plan.
  - c. Evaluating and applying security patches and upgrades
  - d. Monitoring network performance and capacity
  - e. Identifying potential limitations before traffic on the network increases to the point that it affects system performance
  - f. Keeping inventory and maintenance records for all network equipment and ensuring documentation and recoverability of network device configurations

- g. Providing or scheduling repairs and maintenance necessary to continue operations and meet approved service levels
- h. Coordinating and communicating maintenance and upgrades with the City to minimize impact to operations
- Diagnosing, investigating, and identifying root cause to network problems
- j. Support connections to some county-wide shared networks
- k. Integration with other Agencies / Applications
- Ensure applications are available for internal/external access

#### Microsoft Server Administration, Office 365, and Security

- This section includes the maintenance of all aspects of information security, incident management, physical security, system security and integrity, virus and malware protection, access control, and auditing. Contractor responsibilities include, but are not limited to:
  - a. Microsoft server administration; with access provided by City, set up users, manage access to resources (file shares/printers), and implement security for each per City requirements.
  - The City utilizes Hyper-V for virtualization. Servers are maintained on a five to seven-year computer replacement plan. Contractor is expected to complete server replacements and virtualization according to the computer replacement plan.
    - i. With the expected move to cloud services, server replacements may not receive a high priority.
  - c. Office 365 environment administration. A single government cloud based Office 365 instance will be integrated with City Active Directory services.
  - d. Maintain security settings, software, and firmware on all network equipment, computers, and laptops
  - e. Ensure devices have the latest available security patches and firmware installed
  - f. Implement a remote access tool to maintain a secure remote access environment using appropriate technologies

- g. Provide remote access administration that complies with City policies
- h. Provide assistance to maintain Active Directory and Group Policies
- Apply and maintain City policies for file system security and user access
- j. Provide and maintain security on desktops (antivirus)
- k. Provide and support an antivirus solution (solution requires approval by City)
- I. Ensure Sandpoint security policies are enforced on endpoints
- m. Perform regular maintenance and auditing to ensure security on all devices
- n. Monitor and respond to logs on endpoints, antivirus, and patching
- Utilize a secure Password Management System for the storage and maintenance of Sandpoint technology device passwords.
   Contractor to provide City with administrative rights to designated City staff.

#### Project assistance

- 1. Known projects requiring assistance as a part of this agreement include:
  - a. Planned Projects FY 2020/2021 (October 01, 2020 September 30, 2021)
    - i. Project: Council Chambers Audio/Visual
    - ii. Project Role: Designed and implementation by others, provide network connectivity and administration postproject completion
    - iii. Project: Remove Access
    - iv. *Project Role*: Assess current remote access solution, recommend and install improvements.
    - v. Project: OneDrive/Sharepoint
    - vi. *Project Role:* Provide Technician level assistance to move files from on-premise to OneDrive. Design to be handled by others.

- vii. Project: Virtual Servers
- viii. *Project Role:* Replace 2 servers as a part of capital replacement plan
- ix. Project: Wireless Network
- x. *Project Role:* Add four WAPs for improved wireless capabilities
- xi. Project: Network Management Alerts and Alarms
- xii. *Project Role:* Add network management alert capabilities
- xiii. Project: Mobile Device Management
- xiv. *Project Role:* Implement Mobile Device Management solution
- xv. Project: Firewall Services
- xvi. *Project Role:* Add Advanced Threat Protection to external facing firewalls
- xvii. *Project:* Anti-virus
- xviii. *Project Role*: Assess and if recommended, replace antivirus product
- xix. Project: Audit Log Management
- xx. Project Role: Manage Engine AD Audit or similar
- xxi. *Project:* Two Factor Authentication
- xxii. Project Role: Police MDCs and SCADA remote access
- xxiii. *Project:* Public Works Shop in-building cellular improvement
- xxiv. *Project Role:* Implement industrial grade cellular repeater at Public Works Shop

#### Cloud based services

- 1. During the term of this contract, various applications will be migrating to a cloud-based model.
  - a. Contractor will be expected to provide technical assistance to the application software vendor and staff for migrations and ongoing support.
  - b. Contractor will be expected to configure Active Directory integration where appropriate.

c. Contractor will be expected to maintain security roles of cloud based applications as appropriate.

# **Purchasing**

- The majority of maintenance agreements with vendors are managed and maintained by the City. However, contractor may be responsible for assisting with the procurement of IT-related equipment and software as requested. Contractor will be responsible for obtaining quotes for maintenance or warranty renewals.
- 2. Contractor will follow all City purchasing policies.
- 3. All purchases of hardware and software shall be updated in an asset database with serial numbers, warranties, and expiration dates.

#### **Documentation**

- 1. Contractor shall create and maintain accurate and updated technology documentation, including, but not limited to:
  - a. Device configuration version control
  - b. Change control documentation, including thorough test plans
  - c. Standard procedures (i.e., patch management)
  - d. Updated equipment, application, warranty, and license lists
  - e. Vendor contact list
  - f. Network diagrams
- 2. The documentation shall be audited and inventoried on an annual basis. A quarterly update will be sent to the designated IT contact for review.

#### Service Levels

- This Statement of Work and Service Level Agreement (SLA) aims to ensure that the contractor meets Sandpoint's business requirements for availability, reliability, and secure services that are backed by service levels. By meeting these objectives, the City aims to:
  - a. Improve end user experience and productivity
  - b. Standardize the environment (hardware and software)
  - c. Improve security, data management, and backup

- d. Improve asset management and control
- e. Improve total cost of ownership management while supporting Sandpoint's initiatives
- Contractor shall adhere to the following minimum service levels.
   Contractor shall deliver a monthly report (SLA Report) documenting performance according to the agreed-upon service levels set forth below. Any SLA that is not met will require a remediation plan included in the SLA Report that will be implemented in less than 30 days.

### **Priority Levels:**

Priority	Response Time	Resolution Time
Urgent (multiple staff members unable to function	2 hours	90% resolved in less than 8 hours
High Priority (single system down or critical function unavailable)	4 business hours	90% resolved in less than 16 hours
Medium Priority (a single program or function does not work)	8 business hours	75% resolved in less than 24 hours
Low Priority (issue reduces productivity, but a work around exists)	16 business hours	75% resolved in less than 1 week

# Account Administration, Management, and Reporting

- 1. Contractor is responsible for maintaining a high level of service and accurate reporting on that service. Account administration includes, but is not limited to, the following services and reports:
  - a. Prepare and deliver Service Level Agreement Reports (monthly)
  - b. Report of all Help Desk tickets or reported incidents that have been open more than three days (weekly)
  - c. Summary report of all tickets opened, closed, or worked during the month, with a status for each

- d. Prepare and conduct an IT Satisfaction Survey (annually)
- e. Perform Annual Technology Assessment to include current state of all hardware, software, licenses, vendors, diagrams, and recommendations for improvements, innovation, new technology, including improvement and sustainability projects
- f. Attend IT meetings on-site or via tele/video conference
- g. Provide current status of service request or project (as needed)
- 2. Vendor will be required to sign a Professional Services Agreement
- 3. Transition/Onboarding
  - a. City staff will provide access to all computer rooms and equipment.
  - b. City staff will coordinate date and time for transition of passwords (and responsibility) with current vendor.
  - c. Current vendor will be available for assistance with knowledge transfer as required.
  - d. All support services and passwords will be transitioned from the current vendor to the winning vendor at a specific date and time agreed upon by all parties.

# **Implementation**

#### 1. Project Management

- a. Contractor is expected to provide an Account Manager for the City. The Account Manager is expected to interface with the City's technology liaison and management, and become the main contact for the City for the duration of the contract.
  - i. The Vendor Project Manager will be assigned to the City for the duration of the contract.
  - ii. The City reserves the right to request a change in Account Manager based on performance.
  - iii. Project implementation will be coordinated with City schedules in order to minimize any disruptions to normal operations.

# C. SUBMISSION AND INQUIRIES

Sandpoint encourages disadvantaged, minority, and women-owned Consultants to respond. The City, in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d to 2000d-4) and associated regulations as well as Sandpoint City Code, hereby notifies all responders that it will ensure that all businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression in consideration for an award.

The City reserves the right to waive any minor non-compliances or irregularities contained in the Proposals, at its sole discretion. The City may reject any and all Proposals.

Mail/Deliver three (4) hard copies and one (1) thumb-drive, pdf copy of your Proposal to:

City of Sandpoint, City Clerk 1123 Lake Street Sandpoint, Idaho 83864

Emailed submissions will not be accepted for this RFP.

Proposals will be received until 2:00:00 p.m. Pacific Daylight Time, Thursday, August 27, 2020.

All questions regarding this RFP shall only be directed, in writing, to:

Cheryl Hughes
Contract/Procurement Officer
chughes@sandpointidaho.gov

All Questions and City Answers and any addenda will be posted on the City's website at <a href="https://www.sandpointidaho.gov">www.sandpointidaho.gov</a>. All questions must be received, in writing, by 2:00:00 PM PST, Friday, August 21, 2020.

# D. REQUIRED PROPOSAL FORMAT AND CONTENT

The proposal shall contain all sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. Proposals are limited to 24 single-sided (8-1/2" x 11") pages, no less than 11-point font, not including a cover page. Submittals which do not address the items in this section may be considered incomplete and may be deemed non-responsive by the Review Committee.

- 1. LETTER OF INTEREST: Provide a letter of interest signed by an authorized Contractor representative. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).
- STAFF QUALIFICATIONS: The Proposal shall include a project manager and organizational chart and brief biography of Contractor staff proposed to be assigned to the Support Services Agreement. Each individual's proposed position/responsibility shall be indicated.

Special emphasis shall be provided to the individual's background, qualifications, certifications, experience on related and/or similar projects/support services. At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual who is proposed in the organization chart. Any applicable professional licenses or certifications shall be designated for each individual. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects/support services, to include at least three (3) positive client references for each key individual, will constitute a passing score for this section (4-pages maximum).

- 3. RELATED PROJECT/SUPPORT SERVICES EXPERIENCE: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects/support services must have been within the last three (3) years and shall include: client name, and a detailed description that clearly justifies why the Contractor's past experience is applicable to this RFP. For each project/support service, indicate which proposed key personnel worked on the project/support service and describe the role/work they performed and their levels of involvement (2-pages maximum per project / 4-pages maximum total).
- 4. PROJECT/SUPPORT SERVICES APPROACH: In this section, Respondent must include its approach to providing efficient and effective IT support services, as well as its proposed administrative procedures, areas of responsibility, and a discussion of service delivery, such as method of contact and assignments, etc. Respondent should provide descriptions of their approach to the following: (6-pages maximum)

Help Desk Support;
Help Desk Availability and Response Times;
Service-Level Metrics;
After-Hours Support;
Support Tracking;
Desktop Applications Support;
Active Directory Administration (add, change, delete users);
Office 365 Administration;
Network Administration;
Security Administration;
Managed Services Technology;

- 5. DETAILED DRAFT SCOPE OF SERVICES: This will form the basis of the Scope of Services/Approach to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (8 pages maximum):
  - A. description of the Contractor's understanding of the Support Services;
  - B. detailed description of the Contractor's proposed scope of services; and
  - C. list any additional documents, assistance, or resources necessary or required by the City of Sandpoint (i.e. computer, office, etc.)

6. PRICE PROPOSAL: Compensation or Payment Schedule

Respondent to propose pricing as follows and may submit in any preferred format or table:

- Provide proposed costs for personnel for an average of forty hours of on-site support per week. On-site support to include IT management, reporting, and budgeting. Special projects and project-related work are not included in on-site support. Provide these costs as a monthly and annual cost for support services.
- 2. Provide proposed costs for personnel for an average of twenty hours per week of on-site Network, Server, and Project Assistance. Provide these costs as a monthly and annual cost for support services.

Respondent must provide price proposal in both monthly and annual costs for services as outlined in 6.1 and 6.2 above for FY 2021/2022, FY 2022/2023, and 2023/2024. Pricing will be re-negotiated upon the first one-year renewal for FY 2024/2025.

Invoicing for services to be submitted monthly and all invoices must include the minimum of the following for all time and expense charges:

Date of service;
Key Personnel service provided by;
Description of service provided;
Location of service (ie; telephone, computer, on site (list City facility), etc.); and
Duration of chargeable time

The Price Proposal will serve as the basis for scoring. The Price Proposal will be scored as follows: (2-pages maximum):

(Lowest Three Year Proposal Price/ \*\*Three Year Proposal Price) x 15

Lowest Three Year Price will receive a score of 15

Example: Three Year Proposal Price A = \$100,000, Lowest Three Year Proposal Price = \$95,000

 $($95,000/$100,000) \times 15 = Score of 14.25 points$ 

\*\*\*Three Year Proposal Price will consist of totaling each Annual proposal price for all three Fiscal Years combined.

7. Alternate Proposals: Respondents are encouraged to propose alternate methods of providing the support services requested by the City. All Alternate Proposals must be clearly labeled and must contain all costs associated with the proposed services. (4-pages

maximum).

### **E. REVIEW AND EVALUATION**

Responses to this RFP will be evaluated and ranked by a Review Committee. Selection will be based on the RFP and the following point criteria (100 points total / 120 total if oral Interviews are conducted):

1.	LETTER OF INTEREST	(PASS/FAIL)
2.	STAFF QUALIFICATIONS	(20 points)
3.	RELATED PROJECT/SUPPORT SERVICES EXPERIENCE	(15 points)
4.	PROJECT/SUPPORT SERVICES APPROACH	(25 points)
5.	DETAILED DRAFT SCOPE OF SERVICES	(25 points)
7.	PRICE PROPOSAL	(15 points)

Section 1 of the Proposal will be evaluated on pass/fail criteria. Failure to achieve a pass rating on the components of these sections may result in the Proposal being declared non-responsive and the Proposer being disqualified. All other sections of the Proposal will be evaluated and scored on a qualitative basis. Final selection may be made after oral interviews of the top two or three applicants at the discretion of the City. If applicable, the oral interviews will be scheduled within two weeks after the proposal due date and will be factored into the final scoring with a total of 20 possible points.

Selection shall be based upon evaluation criteria, the committee's recommendations, and subject to City Council's final approval. It is the City's intention to select one firm to perform all services.

#### F. SCHEDULE

Listed below is the tentative schedule for the selection process and is subject to change:

Event	Date	
Proposal Deadline	August 27, 2020	
Evaluation by Review Committee	August 31-September 03, 2020	
Award of Contract	September 16, 2020	
Contract Start Date	October 01, 2020	

#### G. PROTESTS

 Prior to a submission of a protest relating to or arising from the solicitation for RFP, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.

- Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.
- Protests shall include the following information:
  - A. Name, address and fax and telephone numbers of the protester;
  - B. Solicitation or contract number;
  - C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
  - D. Copies of relevant documents;
  - E. Request for a ruling by the City;
  - F. Statement as to the form of relief requested;
  - G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
  - H. All information establishing the timeliness of the protest.
- Protests based on alleged apparent improprieties in the RFP Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.
- Action upon receipt of protest:
  - A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.
  - B. If award is withheld pending City resolution of the protest, the City will inform the proposers whose proposals might become eligible for award of the contract. If appropriate, the proposers will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.
  - C. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Owner.

- D. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.
- E. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- F. City protest decisions shall be well-reasoned, and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

RFP No. 20-1920-1

# **RESPONDER CERTIFICATION**

Responder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the proposal submitted.

Responder guarantees product offered will meet or exceed specifications identified in this Request for Proposal.

# Responder Must Fill in, sign, and return with Proposal:

NAME OF CONTRACTOR FIRM:	
CONTRACTOR REPRESENTATIVE NAME:	
CONTRACTOR REPRESENTATIVE TITLE:	
MAILING ADDRESS:	
CITY, STATE, ZIP:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	_
DATE:	
Please acknowledge all Addenda to the RFP by entering each Addenda number below	(if applicable):
ADDENDA NO	

# SAMPLE AGREEMENT FOR XXXXXXXXXXX BETWEEN THE CITY OF SANDPOINT AND XXXXXXXX

This Agreement is made and entered into this 01<sup>st</sup> day of October, 2020, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and XXXXXXXXXXX, a State of Idaho (Limited Liability Corporation, Corporation, Sole Proprietor, etc), (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

#### **RECITALS**

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform XXXXXXXXXX, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

#### 1. DESCRIPTION OF SERVICES

1.1 The CONTRACTOR shall provide Information Technology support services as described in Exhibit A, Scope of Work, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's XXXXXXXXXXX Director/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in

performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

- 1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.
- 1.3 The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

# 2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

- 2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.
- 2.2 Use of Subcontractors are not allowed under this Agreement.

# 3. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims,

damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

#### 4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement.

CONTRACTOR shall keep and maintain a Professional Liability: Errors and Omissions in amounts no less than \$1,000,000.00 for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy of insurance.

#### 5. PROJECT APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's XXXXXXXXXXX Director/designee to determine acceptable completion.

5.2 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

#### 6. PRICE AND PAYMENT

- 6.1 The CITY shall pay the CONTRACTOR a not to exceed amount of \$XX,XXX.00 (XXXXXXX Dollars) for the completion of all services described within this Agreement. This not to exceed amount shall include all costs or expenses incurred by the CONTRACTOR in performance of its services under this Agreement.
- 6.2 The CONTRACTOR shall submit an itemized invoice on a monthly basis of services performed under this Agreement as outlined in Exhibit B, Fee Schedule, which shall be paid no sooner than thirty (30) after receipt by the CITY.

#### 7. TERM

The term of this Agreement is Three (3) years commencing October 01, 2020 with an option for two (2) one year renewals at the end of the first term (September 30, 2023) with pricing, terms, and conditions agreed upon by both parties. The Term is based on continued program funding in subsequent fiscal years beginning with Fiscal Year 2021/2022.

#### 8. TERMINATION

8.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with ten (10) days' written notice. Upon termination, the CONTRACTOR shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

- 8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within ten (10) days from the date of such notice. If, after ten (10) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.
- 8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

#### 9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

#### 10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the

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CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or

employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender

identity/expression.

10.2 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for

employees placed by them or on their behalf, state that all qualified applicants will receive

consideration for employment without regard to race, religion, color, sex, sexual orientation,

gender identity/expression, age or national origin.

11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements

between these parties. If any provision of this Agreement is held to be unenforceable, such

provision shall be excluded without affecting the remaining terms and provisions contained

herein.

**12. ATTORNEY FEES** 

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to

enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and

attested by their respective officers or representatives thereunto duly authorized.

CITY OF SANDPOINT

CONTRACTOR

1123 Lake Street

**Address** 

Sandpoint, Idaho 83864

City, State Zip

Name Date Name TITLE TITLE

Date

# EXHIBIT A SCOPE OF WORK

Services performed by CONTRACTOR under the terms of this Agreement include:

RFP Scope will be inserted here

# EXHIBIT B FEE SCHEDULE

Fee for services as described in Exhibit A, Scope of Work, is TBD

CITY makes no guarantee entire Agreement Price will be expended during the term of this Agreement.

**END OF SAMPLE AGREEMENT** 

# EXHIBIT A CITY SOFTWARE APPLICATION LIST

Acrobat Pro, Reader and Standard

Acronis Backup 12.5

Adobe Illustrator

AutoCad 2018

**Badger Meter Reading** 

Barracuda Backup

BlueBeam PDF

BS&AERP (new financial software – went Live 10/01/19)

Cisco Jabber

Coban

Compstat

**CUES Granite** 

**Custom Intranet** 

Datanow (old financial software)

DesignCAD Max

**Eimpact** 

**ESRI ArcGis** 

**Firehouse** 

Microsoft Hyper-V

Laserfiche Rio 10.3.1

Lifesize Recording

Microsoft Exchange Server 2013

Microsoft Exchange Server 2016

Microsoft Office Home and Business and Standard 2010, 2013, 2016 and 2019

Microsoft Office 365

Microsoft Remote Desktop Server

Microsoft Server 2008 R2

Microsoft Server 2012 R2

Microsoft Server 2016

Microsoft SQL Server Express Microsoft SQL Server Standard 2008 R2 Microsoft SQL Server Standard

2012 Microsoft SQL Server Standard 2014

Microsoft Windows 7 Pro and Microsoft Windows 10 Pro

**NetMotion VPN** 

**Orion Meter Reading** 

Rockwell Automation Software for SCADA Systems

Sonicwall VPN

Spillman

Symantec Backup Exec 2012 and 2014

Symantec Endpoint Protection Enterprise

Veritas Backup Exec 16

**VLC Player** 

Watchguard

Winamp