



City of Atwater

Augmented Managed IT Support Request For Proposals

Positive Progress

ABOUT The City of Atwater

The City of Atwater (the “City”) (population 30,000) is a small, close-knit community in Merced County, dating back to the late 1800’s. Located on State Highway 99 in the California Central Valley, Atwater is centrally located from major population centers like San Francisco, Sacramento, and Fresno while being close to recreational attractions such as Yosemite National Park and the Monterey Bay.

The City was incorporated in 1922 as a general law city under a Council-Manager organization. The City Council is composed of five members, being the Mayor and four council members. The City Council serves as the governing body of the City, as well as the Board of Directors for various committees and commissions. The City has a permanent staff of approximately 84 employees and provides services to the community through the departments of Community Development, Community Services, Finance, Human Resources, Police, Fire (through contract), and Public Works.

OVERVIEW OF RFP

This Request for Proposal (“RFP”) will be used to obtain proposals from qualified Managed Information Technology (“IT”) Service Providers to provide augmented IT support services.

Description of Augmented Managed IT Services Required by City of Atwater

The City currently has an outside vendor for IT services and a full time Information Technology Manager. The City is looking to solicit proposals, from qualified vendors, to provide augmented IT support and implementation services under the direction of the City IT Manager for a fixed monthly price. The successful vendor will be capable of providing the following at minimum:

- Network management and infrastructure support;
- 24/7/365 system monitoring and response;
- Network security (including anti-virus, security updates and patch management) monitoring and remediation;
- Management and support of disaster recovery systems/backups;
- 24/7/365 help desk support (on-call, after-hours on-site and remote support);
- All Microsoft software and systems support;
- Application and Hardware management and support;
- Remote / Cellular communications support (Squad Cars, Terminal Services, PCs, laptops, tablets and Smartphones);
- Support for VMWare ESX/HyperV;
- VoIP / Analog telephone management and support;
- On-site support for services that require in-person support (e.g., setting up PCs);
- System, network, and application documentation;
- License, warranty and asset tracking;
- Weekly reporting on system monitoring, help desk activities, software updates and patch management;
- IT Project Implementation/Execution/Coordination/Support.

Special Requirements

- All vendors having access to the City of Atwater's Public Safety systems and servers must undergo a criminal history check and fingerprinting conducted by the City's Police Department and will be required to sign a CJIS Security Addendum. CLETS and FBI CJIS Security Policy compliance is mandatory when interfacing with Law Enforcement systems.
- The selected contractor shall maintain unique and identifying system usernames for all contractor's employees to ensure accurate access logs.

City of Atwater Current IT Environment

The City's users and equipment are spread across three (3) locations in Atwater. The current equipment consists of, but is not limited to the following:

1. Approximately 80 desktops and laptops (Various Brands).
2. Approximately 14 mobile PCs (Various Brands). These are used to access the State of California hosted applications.
3. Approximately 12 servers.
4. Cisco VoIP/AireSpring Phone System.
5. (Cloud-Hosted) Entre Access Control
6. StarLink Universal Alarm Radio
7. Live Scan Fingerprinting
8. Cisco/Juniper/Ubiquiti routers
9. Cisco/Juniper/Ubiquiti switches
10. SCADA equipment

Please note that the above configuration is an approximate overview of the current environment.

QUESTIONS

Questions regarding this RFP or the submission process should be directed to Glin Lamerson, IT Manager, at glamerson@atwater.org.

TIMELINE

RFP Released	September 18, 2020
Questions Regarding RFP	By September 24, 2020 at 5:00 PM PST
Answers Returned	By September 25, 2020 at 5:00 PM PST
Full Proposals Due	By October 2, 2020 at 3:30 PM PST

Please note: This RFP does not obligate the City to complete the proposed process and the City reserves the right to reject all proposals and/or cancel the solicitation in our sole discretion.

CONTRACT TERM

The City is interested in a fixed-pricing contract with a 30-day cancellation at the City's sole discretion. (Pricing may be adjusted by pre-defined criteria and amounts if there is a service-adjusting event such as adding a server or user.)

APPLICATION PROCESS

The City is committed to selecting the most suitable Managed IT Services contractor through a competitive review process. A two-step application process has been established for this RFP.

All interested applicants must submit all of the requested information and forms listed below.

Submissions by email are to be sent to Glin Lamerson, IT Manager, at glamerson@atwater.org by October 2, 2020 by 3:30 PM PST.

Submissions by regular mail are to be addressed to

City of Atwater
Attention: Glin Lamerson, IT Manager
750 Bellevue Road
Atwater, CA 95301
DO NOT OPEN WITH REGULAR MAIL

Please note: Submissions received after the deadlines noted in this document are ineligible for consideration.

Advisory Warning Regarding Proprietary Information

Any information submitted to the City for this RFP is non-confidential and considered a “public record” unless it falls into a specific statutory exception. All proposals are considered non-public until an applicant is selected, at which time all submitted proposals are made public. Only materials identified as “non-public business data and trade secret” may be protected from the public record. You are required to mark any information you wish to remain confidential as such. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal are considered public information unless you can demonstrate that the information is a “trade secret” or “nonpublic business data”. Under normal circumstances, denied applications will be destroyed six months after the City’s review.

Step One: Forms

The City requires all proposals to include the forms, letters, and documents listed below. Please follow these guidelines when submitting your information:

- 1. Forms & Documentation to Return**
 - a. Complete and sign the Contractor Acknowledgment of Application Terms and Conditions (Form 2), which indicates your understanding of and compliance with the City’s policies outlined in the form.
 - b. Complete & submit Sections 1-12 of the RFP Questionnaire.
 - c. Based on the information herein regarding our current level of service, equipment and software, include a monthly cost to provide Manage IT Services to the City.

- 2. Letter of Capability.** The Letter of Capability must include all of the following points:
 - a. An overview of your organizational capacity to successfully provide Managed IT Services for the City.
 - b. A preliminary description of your proposed staffing structure to support us.

Format Guidelines

- MS Word or PDF format submitted on your organization’s letterhead
- Single-spaced
- Use fonts such as Arial, Times New Roman, Calibri or similarly simple and unembellished styles

3. Proposal—Additional Documentation

- a. Provide a sample contract for your services, including any Addendums
- b. Provide your Company's Insurance Documentation (see Appendix A, *Service Providers Additional Insurance Requirements*)

Step Two: RFP Questionnaire

Step two of the RFP requires an applicant to complete all of the following questions. These questions comprise the RFP Questionnaire. Please use the same numbering order and titles below to help facilitate the review process.

1. General Company Information

- a. Provide an overview of your company, including:
 - i. The year your company was started and the number of years providing managed IT services and help desk support.
 - ii. Number of customers and average size of customers' organizations
 - iii. Number of employees
 - iv. Background and history
 - v. Office locations
- b. Are there any lawsuits, judgments or liens pending against your organization as a result of services provided by your company and/or that would negatively impact your company's ability to provide managed IT services to the City?
- c. Is your company currently under investigation by any entity? If yes, include an explanation.

____ Yes ____ No

2. References

- a. Provide contact information (and the number of years your organization has provided managed IT and help desk services) for four references, as follows:
 - i. The organization your company has supported for the longest period of time.
 - ii. A nonprofit or other organization with approximately 30 employees.
 - iii. An organization with IT infrastructure, including Terminal Server for remote access, and support requirements comparable to the City.

- iv. A client whom you recently started supporting (since January 1, 2014).
- b. Provide contact information for two vendor references with an annual obligation of \$48,000 or higher.
- c. Provide a list of your company's technology partners.

3. Staffing

- a. Provide an organizational chart of your company that reflects reporting relationships.
- b. Describe all staff that will support the City, including executive, project, help desk support, system administrators, engineers and account staff.
- c. Describe your annual staff retention rate during the past three years.
- d. Provide the resume of any staff expected to work at the City office (e.g., the system administrator and/or network engineers).
- e. Describe your job requirements for help desk staff.
- f. Describe your staff development and training programs.

4. Security

- a. Does your company hold any security certifications? If so, list current certifications and the year each were originally obtained.
- b. List any security certificates held by staff who may work on our account.
- c. Describe background checks performed for all staff.
- d. Include your company's security policies with regard to client access.
- e. Describe your strategy for securing your clients data.
 - i. How does your company stay informed regarding security alerts and/or events?
 - ii. How does your company notify and manage security events for your clients?
 - iii. How does your company manage mobile device security?
 - iv. How does your company ensure best security practices are being followed?

5. Services

- a. What desktop support do you provide to clients (hardware and software)?
- b. Describe the support you provide for network hardware and operating systems.
- c. Describe support you provide to end-users having problems with remote access to our systems.
- d. Describe your work order/ticket system.
- e. Describe your system to escalate chronic or advanced problems.
- f. Describe the hours of operation for the help desk staff and the guarantee call response time.
- g. Provide help desk statistics such as average time to respond to calls, average length of time for successful resolution of issues, the nature of the support calls, etc.
- h. Describe availability of other key staff during normal business hours, including systems administrators and engineers with areas of expertise such as Terminal Server.
- i. Describe after-hours support. What is the guaranteed response time? How is your after-hours response time structured (e.g., time of day, severity)? What is the average response time?
- j. Are there any penalties for your company if the guaranteed response times are not met?
- k. Describe the on-site support representative responsibilities and recommended schedule (hours per week/month).
- l. Describe specific help desk staff skill sets to support advanced issues with programs such as Terminal Server, Exchange, VMWare and applications support (e.g., operating system issues or MS Office issues).
- m. Describe any training your organization provides to your clients, including network applications and/or desktop applications. (Or are you affiliated with an organization that provides training to clients?)
- n. Describe any systems-backup support you offer.
- o. Describe any disaster recovery support provided.
- p. Describe how major software upgrades will be applied. Are there extra fees for upgrades? If so, please describe.
- q. Describe patch management – how software updates and patches are performed both on servers and desktops. Who is responsible doing updates? How often are

they done? If using automated tools, what program is being used to rollout the updates and what programs are being updated?

r. How are network down-times for maintenance scheduled and communicated?

6. **Monitoring**

- a. Describe your tools and strategies to monitor and ensure the stability of the computing environment.
- b. Describe how monitoring results will be communicated to the City.

7. **Management**

- a. Describe how you will report about status of systems, needs of users, needs for change, etc.
- b. Describe how you will propose changes in technicians assigned to the contract.
- c. Describe any IT strategic planning provided.

8. **Documentation, Record Keeping and Reporting**

- a. Describe your routine reporting procedures for information provided to the City.
- b. Describe how you will document and record maintenance, installation, performance and changes to the system.
- c. Describe the documentation that you will make available to the City at the end of the contract period to assist with transition, if necessary.

9. **Fees**

- a. Provide all fees associated with the proposed contract for services with an explanation for the pricing structure. The following should be included in your base bid:
 - i. Fees for service initiation
 - ii. Based on the City's current support requirements provide your company's ongoing monthly fees and what is included. Any support specifically excluded should be provided in the Optional Fees section below.
- b. Are monthly costs increased or decreased due to environmental changes? If so, please describe (e.g., adding or removing servers or users).

10. **Optional Fees**

Describe work and related costs that are specifically excluded from the contract (e.g., any optional ongoing services or project fees).

11. Transition

Describe the steps needed to onboard with your company.

12. Miscellaneous

- a. Provide any other certifications, credentials and licenses you think are relevant for our consideration (specify if held by the company or an employee).
- b. Describe what makes your company unique in its ability to support the City's IT initiatives and infrastructure.
- c. How many employees hold a current CJIS Security Certificate?
- d. Describe your company's familiarity with the CJIS Security Policy.
- e. Describe your organization's technology stack, ranging from BDR/RMM/PSA to Endpoint Protection and secure email gateways.
- f. What does your incident response look like for a security event?
- g. Have any of your clients experienced a Ransomware attack in the last 12 months? If so, how did your company respond.
- h. Describe your organization's backup validation strategy.
- i. Has your company ever contracted an independent third-party to perform penetration tests against systems you support? If so, when?
- j. Describe your company's familiarity with PCI compliance.
- k. Additional information and options (such as any cloud solutions or other technology solutions offered by your company) are welcome, but these must be included in the maximum number of pages allowed for the proposal (see Proposal Format Guidelines).

RFP REVIEW AND EVALUATION

The decision to select a proposal shall be at the sole discretion of the City. The City reserves the right to not select any proposal. Once the deadline date has been reached, the City's review

committee shall review all submitted and completed proposals. The review committee shall evaluate each proposal based on the following:

Review Criteria

- Whether the applicant currently and successfully provides managed IT services.
- Whether the applicant's organizational capacity, experience, and size ensure the ability to support the City's IT environment and expected level of support.
- Whether the proposed staffing structure and rationale is appropriate and reasonable considering the nature of the City's Managed IT Service needs.
- Whether the related expenses and pricing structure meet the City's current and future needs.
- Whether the applicant is sufficiently qualified to support Police Department operations and information technology objectives.

Eligibility Requirements

1. An entity based in the United States.
 - o Applicant must comply with all of the City’s policies and directives in the *Contractor Acknowledgment of Application Terms and Conditions* (See Form 2.)
 - o Applicant must comply with the City’s insurance requirements. (See Appendix A, *Service Providers Additional Insurance Requirements*.)

If selected, applicant must comply with language required in the City’s contract, including the City’s requirement for a fixed-pricing contract with a 30-day cancellation at the City’s sole discretion. (See Form 2 and Appendix A of this document for additional requirements.)

2. An applicant shall attach the following form to its proposal.

Project Information

Title of Proposed Project: AUGMENTED MANAGED IT SERVICES
<u>Applicant Organization Information</u> Organization Name: Website URL: Address: Telephone: Name and title of the person responsible for overseeing the successful submission of this Letter of Intent:

<u>Primary Contact Information</u> Primary Contact Name: Primary Contact Address (if different than above): Primary Contact’s Email: Primary Contact’s Telephone: <u>Additional Contact</u> (If different than above, name of person completing the online submission.) Additional Contact Name: Additional Contact’s Email: Additional Contact’s Telephone:
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CITY OF ATWATER CONTRACTOR ACKNOWLEDGMENT OF APPLICATION TERMS AND CONDITIONS

The undersigned, on behalf of an organization applying for a contract from the City, represents that he or she has the authority to execute this and related contract agreements on behalf of the applicant organization. The undersigned further acknowledges and agrees to the following in applying for a contract with the City:

The Application Process

- Applicant represents and warrants in submitting a proposal that it has complied with and/or shall comply with all applicable federal, state and local laws, rules and regulations for businesses in their industry.
- No application for funding will be considered unless it is complete and fully complies with criteria set forth in the applicable request for proposals.
- No application for funding will be considered unless and until this “Acknowledgment of Application Terms and Conditions” is signed and returned to the City’s authorized representative.
- This Request for Proposals may be withdrawn or modified by the City at any time during the application process.

The Review Process

- Any attempt to contact a review panel member to discuss the application under review during the review process will disqualify an applicant from current and future funding. This disqualification will commence immediately upon notification to the applicant.
- Not all proposals will be funded. The City has the sole right and discretion to select or reject proposals for any reason.
- No person or organization has a right to or expectation of such funding, except as provided in a fully approved and executed contract agreement. Funding may be withdrawn (or project approval may be rescinded) if the parties fail to reach agreement during the contract negotiation process.
- If applicant is an existing or prior contractor for the City, that applicant acknowledges that the City may provide the review panel information about the City’s previous experience with the applicant.

Conditions for Funding

Applicant acknowledges and will comply with the following the City policies and directives if they are awarded a contract:

Smoke-free Workplaces

Organizations receiving contract funding from the City must provide a statement indicating that the worksite of the organization is smoke-free, unless tobacco use in the worksite is prohibited by law, or is an explicit component of a research treatment center.

Contractor Compliance with City of Atwater Conflict of Interest Policy

Applicant warrants that no member of its staff or Board of Directors is, or, during the term of any agreement, will be, a member of the staff or Board of Directors of the City. The City will not enter into contracts with, a City Board Member or a City employee or the family members of either while the person is serving the City and for one year after the person ceases to be a Board Member or employee of the City.

For purposes of this section, the following definition shall apply:

- a. "Family members" means a person's spouse or domestic partner, parents, stepparents, siblings, children, stepchildren, and spouses or domestic partners of the person's children and stepchildren.
- b. "Relatives" means a person's aunts and uncles.

Contractor Liability and Insurance Requirements

The selected contractor ("Contractor") shall be solely responsible for obtaining, and any expense in obtaining, worker's compensation, medical, dental, life, liability and all other insurance for contractor for the Term. Contractor understands that it is not covered by the insurance policies of the City. Contractor shall be responsible for obtaining, at contractor's sole expense, licenses and permits usual and necessary for performing the services.

Material Change

During the period of time that applicant's proposal is under consideration for funding by the City, the applicant agrees to inform the City immediately of any material change affecting the capacity of the applicant organization to meet the requirements and responsibilities outlined in the RFP or the contract proposal as submitted.

Synchronous Access of Data and Systems

The winning vendor shall provide all requested access and/or login credentials, at any time, to any system, application, or device owned by the City, or has been purchased by the contractor on behalf of the City or is used to provide support services to the City or contains City data. This does not apply to systems, applications, or devices in which the contractor does not have the required access to provide the City access or the person

requesting access is not designated as an “Administrative User” by the City Manager or Deputy City Manager.

Withholding of Funds or Termination After Contract Execution

Contractor understands and agrees that the City intends to enter into a contract with specific provisions that allow the City, at its sole option, to terminate the contract at any time if:

- Contractor breaches the contractor conditions set forth in the contract.
- The City believes that Contractor becomes unable to meet the City’s needs.

Signature of person completing this form

Date (month/day/year)

Name (please print): _____

Title (please print): _____

Organization’s legal name: _____

APPENDIX A: SERVICE PROVIDERS ADDITIONAL INSURANCE REQUIREMENTS

Insurance Requirements

i. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
- c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability

- a. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

ii. Professional Liability Insurance

- a. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

iii. Ancillary Coverage Requirements

a. Cyber Liability Insurance

- 1. Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

2. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.
3. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.