

Request for Proposal

IT Managed Services Provider

Proposals are due by 4:00 PM, Tuesday, February 19, 2013

Proposals will only be accepted by email and must be in MS Word and/or pdf format

Introduction

Skamania County is located in Southwest Washington approximately 50 miles east of Vancouver. It provides all normal county services including public works, sheriff, jail, courts, health, planning and community development, fiscal departments, fairgrounds, events, parks and recreation, senior services and administrative and support functions. The county employs approximately 165 people and has an annual budget of \$ 25,400,000.

Since 2009, the County had contracted for IT services utilizing a small internal staff to manage day to day activities including client (employee) support, and some application support. In 2012, the Board of County Commissioners determined that the county was better served by a “managed services” approach. Currently there are no internal staff dedicated to IT operations. The selected provider will provide all professional IT staff.

RFP Objective

This Request will be used to obtain proposals from qualified IT managed service providers. This information will allow Skamania County to review proposals and enter into negotiations with the vendor whose proposal is most advantageous to the County with price and other factors considered.

Following negotiation, the successful proposer will be asked to enter into a contract with Skamania County. The length of that contract is proposed to be 2 years, renewable to a maximum of 6 years. A sample contract is attached to this RFP.

Project Description

Skamania County currently outsources the management of their IT infrastructure and applications to outside vendors. It is the desire of the Board of County Commissioners to consolidate this management under one partnership agreement with a qualified firm or group to support the entire IT environment. This support includes:

- Network
- Internet
- Email
- Application Management
- Infrastructure Support
- Network Security
- Disaster Recovery
- On Site and Remote Client Service
- 24/7 System Monitoring and Response
- On Site Services 5 Days per Week (40 hours)

Submittal of Proposals

Proposals should be submitted following the guidelines listed in this RFP. Additional information, options, fee alternatives, and materials are welcome, but should be submitted following the specifics listed in this RFP. Proposals become public record, so proposers should be careful when submitting proprietary information.

Proposals are to be submitted electronically in MS Word or Adobe Acrobat formats only to:

Scott B. Pineo
Director of General Services
710 SW Rock Creek Drive
PO Box 369
Stevenson, WA 98648

509-427-3976
email to: pineo@co.skamania.wa.us

Please put **“Proposal for IT Managed Services Provider”** in the subject line.
Proposals received following the deadline will not be considered.

All proposals shall include a statement indicating that the submitter is authorized to offer this proposal by his/her company and may bind the company under contract if selected.

Timeline

Skamania County intends to finalize the vendor selection process according to the following schedule. Any changes in this schedule will be at the sole discretion of Skamania County.

| | |
|------------------|--|
| January 30 | RFP available and advertised |
| February 11 | Site Visit for proposers |
| February 19 | Proposals due |
| February 20 - 28 | Proposals evaluated/negotiation with selected firm |
| March 5 | Award by Board of County Commissioners |
| March 6 | Begin Work |

Selection

Skamania County is using a competitive negotiation process to award a contract to the successful proposer. Although cost is a significant criteria for selection, the County will be awarding based upon a number of criteria evaluated based upon the proposal.

IT Environment

The successful bidder will have experience and/or knowledge with the components of Skamania County’s technical environment.

Two identical HP BLc Blade Centers provide virtualized servers for the entire network. One Data Center is located in the Courthouse, and a duplicate facility at Hegewald Center

HP VMware

UPS and Generator Backup to both Data Centers

10 Gbt dedicated fiber connects Data Centers.

Managed switches (located in 3 locations), HP, Cisco

10 Vlans

Dedicated Mitel phone switch

SAN architecture for data storage (HP Left hand SAN)

Standalone Servers:

- Spillman
- Mitel Phone Switch
- OnCore
- Exchange

Mitel VOIP Handsets

Baracuda Archiver

Backup

Firewalls, Sonic Wall, Cisco

240 +/- PC/Laptops

Printers/Scanners

Software:

- Eden (Tyler technologies)
- Spillman
- Terra Scan/Manatron
- Liberty IMS
- Jury
- Microsoft Office Suite
- Win Cams (Cascade Software)
- Antivirus
- Remote Desktop Services
- Court Recorder System

Certifications, Licenses, Experience and Security Clearance

Proposer should have staff who possesses a VCP 4 (VMware Certified Provider certification) or higher. Proposer should also employ a MCITP (Microsoft Certified IT Professional).

Proposers should have any licenses or registrations required to do business in the City of Stevenson and in the State of Washington.

Proposers should have experience with VMware, SAN (HP left hand SAN), and with medical office operations and requirements.

All staff working on Sheriff's Department information systems shall complete a full NCIC background check to satisfy CJIS security policy.

Insurance

Proposers shall comply with Skamania County's insurance requirements (See contract template for specific provisions).

Questions concerning RFP and/or site visits

Proposers may attend a site visit and briefing on February 11, 2013 at 10 am at the Hegewald Center. Please call and indicate that you plan to attend this meeting.

Questions for Proposer

Please respond to the following in your proposal. Please use the same order and titles to help facilitate scoring your proposal.

1. General Company Information

Provide a profile of your company, including background and history, size, locations, certifications, credentials, etc. Please provide details of your company's practices for staying current on regulations, legislation, certifications, and compliance especially as it relates to HIPPA, CJIT, public records, and government. Describe all staff that will be utilized to perform contractual duties under your proposal, and their certifications, experience, and duties.

Provide references of similar sized or larger agencies that proposer is currently managing or has managed.

2. Security

Describe our strategy for securing your clients data. Include your company's policies as well as any security certificates that you possess. Explain how you will insure that the security clearances required for CJIT are adhered to.

Describe your company's security certification and expertise.

3. Client Relationship Management

Describe how you would manage customer relationship within the county "clients.."

- Resumes (including dates of all relevant experience) of all staff expected to support Skamania County and an organization chart explaining the reporting relationships.

- Describe how will you propose changes in technicians assigned to the contract and seek approval to such changes from the county.
- Describe your training program
- Describe all support staff that would be expected to serve Skamania County, including executive, project, and account staff
- Describe the responsibilities of each individual proposed to be assigned to Skamania County's account
- Describe the hours of operation for on-site staff as well as help desk staff.
- Describe how afterhours support would be available
- Describe how you would report to county contacts and users about status of systems, elicit needs of users, needs for change, etc.

4. Service Levels

Describe service levels you will provide to Skamania County. Note that penalties will be assessed for not meeting service level response times identified.

- Describe your work order/trouble ticket system
- Describe availability of key staff during normal business hours
- Describe how staff is available 24/7
- Provide your guaranteed response time for issues dependent upon severity and time of day
- Provide your average response time for after hours issues
- Scheduled down times for routine maintenance
- How are scheduled down times determined; how communicated?
- How do you propose that the service level agreement be enforced?
- Describe your communication strategy for keeping clients informed of system conditions and changes.
- Describe how you would assist Skamania County's elected officials and top management strategically plan to insure that the County's IT system retains its usefulness, viability, compatibility, and dependability.
- Describe your plans for disaster recovery.
- Describe how your on-site support representative would work and describe any special requirements that would need to be filled by the county.
- Describe how major software upgrades would be applied and what upgrades would require additional fees.

5. Change Control

Skamania County requires preapproval by the Director of General Services of any changes made to the computing environment.

- Please demonstrate how you would institute change control in Skamania County's computing environment.

6. Monitoring

- Describe your monitoring tools and strategies to monitor and insure the stability of the computing environment in Skamania County.
- Describe how these monitoring results would be communicated to Skamania County.

7. Documentation and Records

- Describe how you would document and record maintenance, installation, performance, and changes to the system.
- Describe the documentation that you would make available to Skamania County at the end of the contract period.
- Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws and regulations.

8. Fees

Please provide all fees associated with the proposed contract for services. The following should be included in your base bid:

- Fees for service initiation
- Ongoing monthly fees and what is included and excluded.
- Fees for connectivity to support site

Optional fees:

- Extra work which is outside the proposal
- Optional ongoing services
- Ad-hoc services
- Escalation fees
- Off site disaster recovery
- Response and emergency fees

Significant Evaluation Factors

Responses shall be reviewed on these critical factors with the indicated relative importance factors.

- | | |
|--|------------|
| 1. Company experience, certifications, expertise, references from similar agencies. | 20% |
| 2. Client Relationship approach | 20% |
| 3. Service levels | 30% |
| 4. Management (Change Control, Monitoring, Documentation) | 15% |
| 5. Fees | 15% |

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Attached Contract Template

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY**

AND _____

(2013)

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and _____, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is _____; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of _____ pages which has been initialed by the parties, attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on _____ and terminate on _____; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**

Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed _____, including Washington sales tax, and shall be paid as outlined below or in Attachment A.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

16. **OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

17. **CRIMINAL HISTORY CHECKS**

The **CONTRACTOR** agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of a criminal history check for each individual.

IN WITNESS WHEREOF, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

DATED: _____, 2013.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**INSERT CONTRACTOR/BIZ NAME
HERE**

Chairman

Insert Name of Signer Here

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board