Request for Proposals

The Marina Coast Water District wishes to contract for an individual or Firm to provide Information Technology Support Services to the District

Proposals due

4:00 PM
April 29, 2016

Proposals should be sent electronically to:
Kelly Cadiente at
kcadiente@mcwd.org

Proposals sent by mail must be directed to:
Marina Coast Water District
11 Reservation Road
Marina, CA 93933
ATTN: Kelly Cadiente

I. Introduction

Marina Coast Water District (District/MCWD) is requesting proposals from qualified individuals or firms to provide Information Technology ("IT") professional support for the District's IT infrastructure, specifically its network, servers and workstations.

The District is located just north of the Monterey Peninsula and serves approximately 8,000 water and sewer service connections in the diverse communities of Marina and the Ord Community (former Fort Ord) with a population of between 36,000-to-40,000 people. MCWD provides high quality water, wastewater and recycled water services through management, conservation and development of future resources at reasonable costs. The District is governed by a five-member Board of Directors which is elected by the public. The Directors serve four-year terms. A General Manager is appointed by, and reports to, the Board of Directors. There are approximately 40 regular and temporary employees working for the District.

MCWD provides all user information support within a Microsoft Windows environment, with a 10M Virtual Private Network (VPN) tunnel connection between two (2) locations secured by point to point Ubiquiti Edgerouters and Cisco 2921 firewall router for the Internet access. Currently, the District uses three (3) rack-mounted servers which include DELL PowerEdge 710/720 Microsoft Windows 2008/2012 and a SBS2011, and two (2) Microsoft Hyper-V virtual servers. There are approximately forty (40) tower/laptop computers connected to the network.

II. Scope of Services

The District is seeking proposals from qualified individuals and firms to perform the following Scope of Services:

- 24x7 continuous monitoring of the Districts 3 servers, 40 desktop computers, and networking devices at its two locations including:
    - Connectivity monitoring
    - Performance and predictive monitoring
    - System change monitoring
    - Firewall availability and performance monitoring
    - Antivirus monitoring
    - Intrusion detection monitoring
- Dedicated Help Desk that can be accessed via email, Web, or phone
- 24x7 on-call availability
- Guaranteed response times for both remote and in-person responses

- Troubleshooting for system failures, client database access issues, and predictable hardware failures
- Data backup and disaster recovery support
- Spam and virus protection support
- Network security
- Full documentation of the District's network, including network diagrams and procedures

The service provider will coordinate services with a designated District staff member.

III. Qualifications

Provide a description of the experience and qualifications of the individual and/or team member(s) that will be utilized in performing the described Scope of Services. The District is seeking and administrative professional (or group) that has broad experience in working in the public sector and is available on a variable schedule depending on technical support needs. Areas of expertise that the District envisions finding useful in conducting the work described in the Scope of Services include, but is not limited to: help desk support, server and desktop management, phone/remote/onsite support, network security, FTP file transfer, Windows server maintenance, Microsoft Exchange/Outlook e-mail troubleshooting and maintenance, backup troubleshooting and maintenance, applications servers troubleshooting and maintenance, mobile device management.

IV. Proposal Requirements

The proposal should provide a straightforward, concise description of the individual's or organization's capabilities to satisfy the requirements of the above Scope of Services. Please note that additional information is provided below regarding references, costs, and the draft agreement. A responsive proposal shall contain the following minimum information:

A. Introduction – provide an introductory description of the services offered by the individual or firm.
B. Scope of Services – provide your approach to accomplish this work as described in the Scope of Services; this section of the proposal should express the understanding of the Scope and should include a vision of specific deliverables.

C. Qualifications – provide the individual or team experience and qualifications for conducting the work described in the Scope of Services.
D. References.
E. Cost.
F. Draft Agreement.

V. References

Provide references from at least four (4) current and/or past clients. Please include the name and type of firm, address, main contact, and telephone number and include the scope of work performed.

VI. Cost

A detailed breakdown of billing rates and expenses shall be included in the proposal that fully describes the individual's or organization's proposed reimbursement requirements. Reimbursement requirements will be a factor in the selection process. The cost of proposal preparation shall not be chargeable in any manner to the District.

VII. Draft Agreement

Attached is the District's standard professional agreement that will be used.

VIII. Acceptance of Proposal

Any individual or organization submitting a proposal thereby automatically agrees to each and all of the terms and conditions, provisions, and requirements set forth in this RFP.

No fax submittals will be accepted and late submittals will not be considered. Proposals must be received by 4:00pm on April 29, 2016.

IX. Selection Process and Criteria

The District management staff will review the proposals submitted. All proposals will be evaluated uniformly for final selection, which will be based on analysis of the information submitted. Criteria which may be included in the analysis include: experience; qualifications; availability; economics and value; locale of proposer; quality of proposal.

Although interviews will not be required as a condition of submitting a proposal, the District reserves the right to request additional information or interview some or all of the proposing individuals or organizations if necessary to obtain additional information that the District considers necessary to fully evaluate a proposal.

The District also reserves the right to: 1) request clarification or additional information from any proposing firm at any time; 2) waive immaterial defects or minor irregularities in a proposing firm's responses to this request for proposal; 3) suspend or reopen the request for proposals process; and 4) reject any or all responses and terminate the request for proposals process at any time.

X. Deadline

The deadline for proposals is 4:00 PM April 29, 2016 and should be sent electronically to: Kelly Cadiente, Director of Administrative Services at kcadiente@mcwd.org or by mail to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
ATTN: Kelly Cadiente

Appendix A

PROFESSIONAL SERVICES AGREEMENT

FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

BETWEEN

MARINA COAST WATER DISTRICT

AND

Some of the important terms of this Agreement are printed on Pages 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District DATE _____

11 Reservation Road Agreement No. 2016-

Marina, CA 93933

The undersigned Consultant offers to furnish the following:

Professional services to the Marina Coast Water District related Information Technology Support.

Contract price Not to exceed $ _____

Completion date _____

Instructions: Sign and return two (2) originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Marina Coast Water District	CONSULTANT:
By _____	By _____
Title General Manager	Title _____
Other authorized representative(s):	Other authorized representative(s):

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers. In the event of an action for damages is filed in which negligence is alleged on the part of the Marina Coast Water District and Consultant, each party shall provide for its own defense. Consultant agrees to indemnify and reimburse District on a pro-rata basis for all expenses of defense and any judgment or amount paid by Marina Coast Water District in resolution of such claim, but only to the extent of Consultant's liability for damages in such action. Such pro rata share shall be based upon a final or ultimate judicial determination of negligence or in the absence of such determination, by mutual agreement.

3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.

4. Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than $1,000,000 per claim and annual aggregate, requiring 30 day notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier

with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

5. Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability ($1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

6. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

7. Consultant shall not accept direction or orders from any person other than the General Manager, Director of Administrative Services, or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

8. Final Payment, unless otherwise specified on Page 1, is to be within <u>30-days</u> after acceptance by the Marina Coast Water District.

9. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

10. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

11. The Consultant shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the Consultant's proposal unless approved by the Marina Coast Water District in writing.

12. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

13. The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.