

# RFP #2022-01 Managed I.T. Services for Cowlitz 911 Public Authority

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## 1.1 Introduction

The Cowlitz 911 Center (Cowlitz 911) is soliciting proposals from qualified professional vendors for Information Technology support services. The qualified vendor will enable Cowlitz 911 to maintain its information technology (IT) effectiveness, level of security, enhance its quality of services, minimize its support cost, and maximize return on investment in IT. Services would include the primary Center located at 2790 Ocean Beach Highway, Longview, WA 98632, and the backup Cowlitz 911 Center (backup) located at 312 1st Ave, Kelso, WA 98626.

## 1.2 Response Instructions

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

## 1.3 Contact with Cowlitz 911 Public Authority Employees or Board Members

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries to the designated project contact noted below. Unauthorized contact with Cowlitz 911 Public Authority employees or Board members regarding the contents of this RFP will result in a disqualification of the vendor bid. The designated point of contact (POC) is:

Deanna Wells I.T. Vendor Technical Manager- 911 Coordinator, RPL, CMCP, CPE 312 SW 1ST Avenue Kelso, Washington 98626 360-431-4712

wellsd@cowlitz911.org

## 1.4 Assess RFP Documents

Before submitting a proposal, vendors shall examine the specifications to understand all existing conditions and limitations. The vendor shall indicate in the proposal the total sum to cover the cost of all items included in the RFP.

## 1.5 Costs of RFP Preparation and Submission

Each bidder shall be responsible for all costs incurred to prepare and submit their response to this RFP.

## 1.6 Contract Requirements

All contracts submitted by the Bidders for approval by Cowlitz 911 must include the following

conditions:

1) Any contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each part that any such agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

2) Any action at law, suite in equity, or judicial proceeding arising out of an agreement between Cowlitz 911 and the Bidder shall be instituted and maintained only in any of the courts of competent jurisdiction in Cowlitz County, Washington. RFP #2022-01 – Managed I.T. Services for Cowlitz 911 Public Authority.

3) The Bidder shall indemnify, defend, and hold harmless Cowlitz 911, and all its partner agencies against all claims of Patent and Copyright Infringement. The Bidder will defend Cowlitz 911 against such claims and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.

4) The successful Bidder shall invoice Cowlitz 911 only for delivered products and services Invoices shall be submitted once a month and have a term of net thirty. Any proposal that requires payment in less than 30 calendar days will not be considered. There shall be no late payment fees.

5) This RFP and the Bidder's response shall be incorporated in the contract. Failure or refusal on the part of the intended awardee (Vendor) to execute the contract within ten (10) working days of submission of the contract to it for signature may be treated by Cowlitz 911 as a repudiation of the contract.

If Cowlitz 911 is unable to execute a contract with the apparent successful Bidder, Cowlitz 911 reserves the right to then either

a.) award the contract to the next responsive and responsible Bidder whose proposal conforms to the requirements of this RFP and represents the best value to Cowlitz 911. or

b.) reject all proposals.

## 1.7 Proposal Review

All documents submitted as part of the vendor's proposal will be deemed available to all parties subsequent to the bid opening date and time designated on the front cover of the RFP. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act and/or the Washington Public Records ACT.

## 1.8 Proposal Submission

All bids must be in a sealed envelope marked "Managed I.T. Services RFP Proposal". <u>THREE COPIES OF THE BID</u> <u>PROPOSAL ARE REQUIRED</u>. Proposers must also include a soft copy of the proposal on a thumb drive.

Bids will be awarded at the next regularly scheduled Cowlitz 911 Public Authority Executive Board meeting after a complete evaluation of each bid has been completed.

## 1.9 Delivery of Proposals

Proposals must be delivered by the date/time specified in Section 1.11 and to the address listed below. It is the sole responsibility of the bidder to see that their proposal is received on time. Any proposal received after the proposal opening date and time shall be disqualified from consideration and returned to the vendor unopened. Proposals shall be submitted to:

Cowlitz 911 Public Authority

Deanna Wells

I.T. Vendor Manager- 911 Coordinator, RPL, CMCP, CPE

Hall of Justice - Basement 312 SW 1ST Avenue Kelso, Washington 98626 360-431-4712

### 1.10 Questions

Bidders must submit any questions in writing via email to the designated Cowlitz 911 Public Authority POC, only until the date and time listed in the RFP Timeline (Section 1.11). Questions submitted after that date/time will not be accepted. Verbal questions are not permitted, nor will they be answered. Answers to any written questions will be published as an Addenda to this RFP.

## 1.11 RFP Timeline

ESTIMATED TIMELINE OF RFP: Distribution of RFP (12/16/2022) Deadline for Questions (12/30/2022) Proposal Submission (01/20/2023) Cowlitz 911 Public Authority Panel Review (01/23/2023 TO 01/25/2023) Notification of Finalist(s) (01/27/2023) Interview Finalist(s) (02/06/2023 TO 02/10/2023) Notification of Selected Provider (02/15/2023) Contract Signing (NO LATER THAN 03/01/2023)

## 1.12 Right of Refusal

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Bidder, may be rejected. If, in the sole opinion of Cowlitz 911, such information was intended to mislead Cowlitz 911 in its evaluation of the proposal and the attribute, condition or capability is a requirement of the RFP, the proposal shall be rejected.

#### Cowlitz 911 Public Authority reserves the right to:

1) Accept the proposal that is in the best interest of Cowlitz 911, even if it may not be the lowest priced bid,

2) Reject any or all proposals or any part thereof,

3) Reject a proposal as non-responsive that Cowlitz 911 believes to be incomplete,

4) Reject a proposal as non-responsive that does not demonstrate in the sole opinion of Cowlitz 911 the Bidder's ability to provide the required services and

5) Waive irregularities in the proposals received in the sole opinion of Cowlitz 911.

## 1.13 Evaluations

Evaluation of the proposals is expected to be completed within 7 days after the bid opening date. An evaluation team will evaluate proposals on a variety of quantitative and qualitative criteria. Any award made because of this bid will be determined through a best value analysis. The selected proposal shall provide the most cost-effective approach that meets or exceeds the stated requirements. The lowest price proposal will not necessarily be selected.

Cowlitz 911 reserves the right to a) reject any or all proposals, or to make no award, b) require modifications to initial proposals. Cowlitz 911 further reserves the right to excuse technical defects in a proposal when, in its sole discretion, when such excuse is beneficial to the Cowlitz 911 Public Authority

## 2.0 Vendor Requirements

#### 2.1 Security Clearance

All employees and subcontractors at the vendors expense who perform work on, or off site, on Cowlitz 911 systems, will be required to pass a criminal background check which includes fingerprints from their state of residency, pass a bi-annual CJIS national background check and security training, and maintain confidentiality related to protected information including CJIS information for the duration of their employment contract with Cowlitz 911.

#### 2.2 Bidder financial Stability

Vendor must be prepared to show they are financially capable of supporting the proposed system and subsequent 24/7/365 emergency service (including any leap year).

#### 2.3 Scope of Services

Cowlitz 911 is accepting proposals for an Information Technology Services Contractor (Contractor), including but not limited to the provision of Information Technology Services to supplement in-house technology services at the highest level of services to Cowlitz 911. The Contractor shall provide the Services based on the services specified in the following document.

Cowlitz 911 is seeking proposals from qualified, knowledgeable, and experienced companies to provide Information Technology (IT) Services and support our operations. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service. Respondents should be explicit about services that are requested but not provided or covered.

The nature of the service will be ongoing support and coordination to ensure proper implementation of new technology, general management, and operation, along with maintenance and/or troubleshooting of existing systems. The company chosen will need to work closely with a variety of departments within the organization, providing support as needed or instructed.

Contractor will provide general professional services on an as-needed basis primarily during normal business hours: M-F 8:00 a.m. to 5:00 p.m. either remotely or on-site. However, vendor must be available 24 hours a day 7 days a week, including holidays and able to ensure an onsite response time of one hour.

#### Contract Term

The term of the resulting contract shall be in effect for an Initial Term of three (3) years, commencing on (insert date) and terminating (insert date), unless sooner terminated. Prior to expiration of the Initial Term, the Contract may be extended by mutual agreement, for an Extension Term of Two (2) additional (2) two-year periods.

#### Desktop/Workstation Support

The Contractor shall be expected to perform basic support functions including:

- Installing PCs, laptops, printers, peripherals, and office automation software.
- Diagnosing and correcting desktop application problems.
- Configuring laptops and desktops for standard applications.
- Identifying and correcting end user hardware problems.
- Performing advanced troubleshooting.

The Contractor should supply a transparent rate card that describes the monthly recurring subscription-based expenses that affect the operational expenditures of the client when net new devices are added/removed and/or when net new staff are added/removed. Each expenditure should be assigned a dollar value. Examples of common expenditures include: 1) Every user is getting an email account. Every email account is secured using business email security. Therefore, adding a new user requires accounting for the increase in costs for the email account and the email security account.

2) Every workstation is getting Office software suite, endpoint security, an RMM agent, etc. Therefore, adding a new PC requires accounting for the increase in costs for the Office software, RMM agent, and the endpoint security license.

#### Server Administration Services

The Contractor shall be expected to manage computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Services to include:

- Ensure scheduled preventive maintenance for equipment is properly and promptly performed.
- Maintain the maintenance records on the equipment.
- Enforce operations, administrative, and quality assurance back-up plans and procedural documentation.
- Setup new users and edit or remove existing users on server.
- Server performance and capacity management services with reporting when specified thresholds are reached.
- Configuration management, including changes, upgrades, patches, etc. related to any specialized software products of Cowlitz 911 as it relates to the server(s) and associated hardware.
- Management of user logins and security.
- Coordinate repair and maintenance work with contracted repair vendors and ensure repairs are conducted in a timely fashion.
- Ensure all Operating Systems and application licensing is maintained.

#### Network Administration Services

The Contractor's scope of activity includes all Cowlitz 911 network equipment including switches, firewalls, routers, and other security devices. Cowlitz 911 will be using a Managed Print Vendor that conducts the physical installation. Services to include:

- Primary setup and maintenance of printers, network copiers/scanners, connectivity, and accessibility, etc., and address hardware issues.
- Physical installation of printers that are not covered under the scope of the Managed Print Vendor.
- Configuration/connectivity of the printers that are covered under the scope of the Managed Print Vendor.
- Configuration/connectivity of the printers that are NOT covered under the scope of the Managed Print Vendor.
- Primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades.
- Alert notifications to designated Cowlitz 911 personnel in the event of failure.
- Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached.
- Network performance and capacity management services, and network troubleshooting.

- Maintain network documentation and procedures.
- Work with customer, customer consultants, and Washington State ACCESS, bi-annually and triannually during CJIS audits.

#### Security

The Contractor's services shall include:

- Maintenance of virus detection and removal programs on Cowlitz 911 servers, email, and all other Cowlitz 911 computers and laptops.
- Perform security audits as requested and notify Cowlitz 911 personnel immediately of suspected breaches of security or intrusion detection.
- Configure Cowlitz 911 system to enable remote access in a secure environment and provide remote access administration as requested by designated Cowlitz 911 personnel.

#### Overall System Support

The Contractor's services shall include:

- Maintain an up-to-date inventory of computer related hardware and technology related assets and make available to Cowlitz 911 personnel upon request.
- Make recommendations and advise staff for improved IT system performance. Provide technical leadership for server technology issues.
- Make recommendations for future purchasing and technology needs.
- Install new servers, software, and hardware and transfer data when acquired.
- May assist in development of software/hardware policies and procedures.
- May assist in management and coordination of software licensing, updates, patches and certifications.

#### Current System Information and Software List

- Spillman CAD/RMS/JMS Server & Client
- ESRI ArcGIS Server & Client
- NetMotion Server & Client
- Microsoft 365 Government Community Cloud (GCC)
- Duo (MFA)
- Sentinel One (EDR)
- Other

#### Hardware-specific criteria:

- WatchGuard Firebox
- Cisco UCS
- Cisco Meraki
- Spectracom NetClock
- USB-to-IP devices
- Serial-to-IP devices
- Fiber

- Ethernet
- PoE/PoE+/PoE++
- NetApp
- •

#### PSAP-specific criteria:

- Familiar with PSAP operations & terminology
- Familiar with Land Mobile Radio (LMR) for PSAP
- Familiar with Optimal PSAP requirements
- Familiar with Continuity of Operations Plan (COOP)

#### MSP specific criteria:

- CJIS Certified Staff
- Shared ticketing system for problem/issue/change request tracking (MFA-enforced)
- Shared Documentation (MFA-enforced)
- Shared Remote Monitoring & Management (MFA-enforced)
- 24/7 remote & on-site response (Acknowledgement within 20 minutes of notification)
- Network Operations Center
- Security Information and Event Management (SIEM) / Security Operations Center (SOC)
- CIS 18 Controls
- NIST Cybersecurity Framework
- Network Management
  - Dynamic Routing
  - o MPIO
  - LAG (Link Aggregation Group)
  - o VLAN
  - o NTP
  - o maSEC
  - Mobile Client VPNs
  - Branch Office VPNs
  - o BGP
- Server Management
  - $\circ$  Virtualization
  - o Clustering
  - Firmware updates
  - Out of Band Management (OOBM)
- Power Redundancy Management
- Active Directory Management
- Email Management
  - Azure Active Directory Management
- Security
  - o Endpoint
  - o Email
  - o Firewall
  - o NTFS ACLs
  - Principle of least privilege
  - o Bitlocker

- Change Management
  - o ITIL
- Provide Operational Technical Support not identified in this document as requested.

#### 2.4 Proposal Response Format

The RFP response must follow the following submission format.

#### PROVIDE A TABLE OF CONTENTS

#### **<u>SECTION 1</u>** - Brief Executive Overview

<u>General Vendor Information</u> – Please provide the following information:

- Company DBA
- Length of time in business
- Length of time in business of providing proposed services
- Total number of clients
- Total number of public sector clients
- Number of full-time personnel in:
  - Consulting
  - o Installation and training
  - o I.T. support
  - o After hours support
  - Assigned staff certifications and training
  - Sales, marketing, and administrative support
- Location of headquarters and any field offices
- Location of office which would service this account

<u>SECTION 2</u> – Letter of Transmittal-Introduction of the prime vendors company including history, qualifications, experience, main line of business, and how business is organized (corporation, LLC, partnership, public, private, etc.).

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:

- Company name, address, and telephone number(s) of the firm submitting the proposal.
- Name, title, address, e-mail address, and telephone number (s) of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
- Federal and state taxpayer identification numbers of the firm.
- Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.

- Statement which indicates "proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with Cowlitz 911."
- Provide a listing of all proposed subcontractor(s) including their history, qualifications, and experience, main line of business, and how business is organized.
- Statement confirming the prime contractor is familiar with and has worked with each subcontractor.
- A brief description of at least four (4) similar projects that included each the subcontractor, their scope of work, the start date, and the duration of each project.
- <u>Staff Resources</u> Identify names of principals and key personnel who will provide the information technology services. Summarize the experience and technological expertise of these staff. Describe the role and responsibilities that each of these individuals will have. The local availability of staff that will be providing these services shall be an important consideration.
- <u>Support Services</u> Provide responses to the following:
  - 1. Is help desk support available?
  - 2. When is support available? (Indicate XX a.m. to XX p.m. in Pacific Time and the days of the week.)
  - 3. How are charges for support structured, documented, and tracked?
  - 4. Do you provide a toll-free support number?
- Describe your problem escalation process, including:
  - 5. Initial problem identification
  - 6. Triage for priority and severity of problem
  - 7. Steps for resolving problem escalation when a solution is not forthcoming, or an implemented solution is unsatisfactory
  - 8. Final authority regarding conflicts

#### **SECTION 3** - Statement of Work

- Describe the work to be performed by the prime vendor by identifying all major project tasks and milestones.
- Describe the work to be performed by each subcontractor by identifying all major project tasks and milestones.
- Identify all project tasks by their associated subcontractor.
- Identify the responsibilities of the vendor
- Identify the responsibilities of Cowlitz 911.
- Describe how your firm is positioned to provide the services listed above and provide a history of experience on providing similar services
- Describe your approach to providing these services and your methodology for providing ongoing support.
- Indicate your response time goal and your statistics regarding meeting that goal. If your company has had a contract terminated for default during the past five years, all such

incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address, and telephone number of the party. If no such terminations for default have been experienced by the vendor in the past five years, declare that. Cowlitz 911 will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.

#### **SECTION 4** - Point by Point Response

A point-by-point response shall be presented in this section using the compliance matrix in Appendix A which will be incorporated in the final contract. Each item must be marked as either:

- Comply
- Comply w/Exception
- Cannot Comply
- Proposed Alternative

**Proposal Summary** – Summarize your proposal and your firm's qualifications. Additionally, you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Include other pertinent information that helps Cowlitz 911 determine your overall qualifications. Your proposal summary is not to exceed two pages.

#### 2.5 Qualifications Statement

Respondents must include the following:

A brief description of the firm or business entity, including firm history, number of employees, organization structure, ownership structure and expertise, and resumes for principals or key employees who would perform the Services in this Solicitation.

A detailed listing and description of experience and other information that demonstrates the Respondent's expertise and capacity to provide the Services specified in this Solicitation.

A minimum of five (5) letters of recommendation from specific customers who have used services provided by the Respondents in the past 18 months; and if relevant, a list of references from government entities and agencies to whom the Respondent has provided services similar and comparable to those described in this Solicitation. Include the contacts' name, telephone, email address, and contract term from whom Cowlitz 911 may obtain references.

Any other relevant information that Respondent believes would assist Cowlitz 911 in evaluating the submittal.

#### 2.6 Cost Summary

- Specify all hourly rates for service, including all travel time, nights, weekends, and holidays.
- Specify all fees associated with proposed server and desktop management solutions.
- Specify whether Respondent can provide any value-added services to Cowlitz 911 and list associated additional fees.
- Describe any financial investment to implement the resulting agreement.
- In Addition, Complete Appendix B -Cost Detail

#### 2.7 Performance Standards

<u>Licensed Contractor</u> obtain and maintain throughout this Contract all licenses required by the State of Washington, and/or Cowlitz County to operate a business or provided the services herein.

<u>Safety Contractor</u> shall provide for safety of persons and property while it is providing the services and observe the safety provisions of applicable laws and regulations.

<u>Cowlitz 911 Oversight</u>; <u>Contractor Cooperation</u>. Contractor and its onsite management and supervisory personnel shall take general instructions and directions from Cowlitz 911's designated representative while performing Services. Contractor and its employees and agents shall fully cooperate with Cowlitz 911 designated representatives about providing the services

#### 2.8 Required Insurance

Insurance Term

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### • No Limitation

The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Cowlitz 911's recourse to any remedy available at law or in equity.

#### • Minimum Scope of Insurance

The Contractor shall obtain insurance of the types and coverage described below:

1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.

- 2. <u>Commercial General Liability</u> insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Cowlitz 911 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Cowlitz 911 using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. Technology Errors & Omissions (E&O)
- 5. <u>Network Security (Cyber) and Privacy Insurance</u> shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Cowlitz 911 confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Cowlitz 911, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Cowlitz 911 data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Cowlitz 911 or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

#### • Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- 3. <u>Technology Errors & Omissions (E&O)</u> shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- <u>Network Security (Cyber) and Privacy Insurance</u> shall be written with limits no less than \$2,000.000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services

#### • Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Cowlitz 911. Any insurance, self-insurance, or self-insured pool coverage maintained by the Cowlitz 911 shall be excess of the Contractor's insurance and shall not contribute with it.

#### • Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

• Verification of Coverage

The Contractor shall furnish the Cowlitz 911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

#### • Notice of Cancellation

The Contractor shall provide the Cowlitz 911 with written notice of any policy cancellation within two business days of their receipt of such notice.

#### • Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Cowlitz 911 may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Cowlitz 911 on demand, or at the sole discretion of the Cowlitz 911, offset against funds due the Contractor from the Cowlitz 911.

• Cowlitz 911 Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Cowlitz 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished the Cowlitz 911 evidence limits of liability lower than those maintained by the Contractor.

#### • Safeguarding of Personal Information

The Contractor shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Contractor shall ensure its directors, officers, employees, subcontractors, or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Contractor shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Contractor and its sub-Contractors agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Cowlitz 911 or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Contractor shall make the Personal Information available to amend as directed by Cowlitz 911 and incorporate any amendments into all the copies maintained by the Contractor or its subcontractors. Contractor shall certify its return or destruction upon expiration or termination of the Agreement and the Contractor shall retain no copies. If Contractor and Cowlitz 911 mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Contractor shall notify Cowlitz 911 in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. Contractor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Cowlitz 911. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

## 3.0 Notice to Perform Services; Cancellations; Failure to Perform Services.

Notice to Perform. Cowlitz 911 will make every effort to give Contractor sufficient advance notice of events requiring Contractor's services, but not less than seventy-two (72) hours advance notice shall be given, except in the event of an operational emergency.

Cancellations. Cowlitz 911 shall incur no liability to Contractor for failure to deliver

notice of cancellations.

<u>Failure to Perform</u>. If, for any reason, Contractor fails to perform the Services as requested by Cowlitz 911 or as required by this Contract, Cowlitz 911, at its sole discretion, shall have the right to engage the services of another party to perform the Services required.

## 4.0 Access to Cowlitz 911 facilities; Use of Cowlitz 911 facilities and equipment by Others or for Unrelated Purposes Prohibited

<u>Access for Contractor, its Employees and Vendors</u>. Cowlitz 911 will specify where and how Contractor, and its employees and vendors will enter Cowlitz 911 facilities. Contractor and its employees shall have access to designated areas in Cowlitz 911 only during scheduled hours of operation. Contractor shall have reasonable access to Cowlitz 911's administrative offices and other facilities to conduct normal business activities required by this Contract; however, Contractor and its employees shall not have access to other Cowlitz County facilities and property unless specifically approved by Cowlitz County managers or staff.

<u>Use of Cowlitz 911 facilities, property, and equipment by Others or for Unrelated Purposes</u> <u>Prohibited</u>. Contractor shall not use or permit anyone else to use any Cowlitz 911 facilities, property, or equipment for activities unrelated to the services provided herein. Contractor shall not use or permit any other person or entity to use any Cowlitz 911 facilities, property, or equipment for any purpose, without Cowlitz 911 prior written approval.

## 5.0 Evaluation of Proposals

The evaluation criteria will include the following:

Ability to meet and administer timely business & emergency technical support 40% Total cost value 10%

Maintenance and support; availability of resources, knowledge, training, and experience 20% Vendor's similar experience understanding of a PSAP business model, references, and financial stability 30%

## 6.0 Deadline for Submissions of Proposal

The Contractor proposal must be received by Cowlitz 911 prior to (01/20/2023), under sealed cover and plainly marked as <u>"Managed I.T. Services RFP Proposal."</u>

Proposals shall be delivered or mailed to:

Deanna Wells, I.T. Vendor Manager, 312 SW 1<sup>st</sup> Ave, Kelso, WA. 98632.

Any questions regarding this Request for Proposals are to be submitted to: Deanna Wells,

I.T. Vendor Manager,

wellsd@cowlitz911.org (Subject line must include Managed I.T. Services RFP Question)

## APPENDIX A

#### POINT-BY-POINT COMPLIANCE TO REQUIREMENTS

	Proposal Section	Comply	Comply with Exception	Cannot Comply	Proposed Alternative
1.1	Introduction		•		
1.2	Response Instructions				
1.3	Contact with Cowlitz 911 Employees				
1.4	Assess RFP Documents				
1.5	Costs of RFP Preparation and Submission				
1.6	Contract Requirements				
1.7	Proposal Review				
1.8	Proposal Submission				
1.9	Delivery of Proposals				
1.10	Questions				
1.11	RFP Timeline				
1.12	Right of Refusal				
1.13	Evaluations				
2.1	Security Clearance				
2.2	Bidder Financial Stability				
2.3	Scope of Services				
2.4	Proposal Response Format				
2.5	Qualification Statement				
2.6	Cost Summary				
2.7	Performance Standard				
2.8	Insurance				
3.0	Notice to Perform Services			1	
4.0	Access to Cowlitz Facility			1	
5.0	Evaluation of Proposal			1	
6.0	Deadline For Proposal Submission				

APPENDIX	Compliance to Requirements		
А			
APPENDIX	Proposal Cost Detail		
В			

Proposers must explain all Exceptions and Proposed Alternatives on pages following this table. List the Section Number and the explanation.

## APPENDIX B

#### PROPOSAL COST DETAIL

Item	Unit Cost	Base Monthly Units	Extended Cost
Desktop Workstation Support			
Server Administration			
Network Administration			
Security of Systems			
Overall System Support			
List below additional items if required in pricing			
	Total Dispatc	h related costs	\$

Proposer may breakdown service costs as appropriate. As a minimum, the following items should be defined.