

Request for Proposal (RFP)
No. HVFDEMS-17-001
IT Managed Services Provider
Proposals are due before 4:00 PM, Wednesday, December 1, 2017

1.0 Introduction

Hughesville Volunteer Fire Department and Rescue Squad, Inc (HVFDEMS) is a Non-profit 501(c)(3) corporation located in Charles County, Maryland approximately 40 miles south of Washington D.C. It provides fire suppression, rescue, emergency medical services, along with administrative and support functions for the citizens of Charles County, Maryland. HVFDEMS has approximately 165 volunteers.

Since 1992, HVFDEMS's IT services has relied on a small internal staff to manage day to day activities including user support, and some application support. In 2017, the HVFDEMS Board of Directors determined that HVFDEMS would be better served by a "managed services" approach. The selected provider will provide all professional IT staff.

2.0 RFP Objective

This Request is to obtain proposals from qualified IT managed service providers. This information will allow HVFDEMS to review proposals, negotiate, and select the vendor whose proposal is most advantageous to HVFDEMS based on price and other factors considered.

HVFDEMS may negotiate contract terms with the successful proposer. In the event an agreement satisfactory to HVFDEMS cannot be negotiated, HVFDEMS may terminate negotiation and move to another proposer.

3.0 Anticipated Contract Term

The successful proposer will enter into a contract with HVFDEMS. HVFDEMS anticipates an initial contract term of 2 years, with 1-year renewals at the sole option of HVFDEMS. A sample contract is attached to this RFP.

Pricing Adjustments

Pricing shall remain firm for the initial contract term. Price adjustments may be requested at minimum thirty (30) days prior to each renewal period by the vendor including at minimum the following information:

- a. The cause for the adjustment;
- b. Proposed adjustment effective date;
- c. Supporting justification for the adjustment. It is the vendor's sole responsibility to provide sufficient documentation to demonstrate the need and support the requested adjustment (i.e. appropriate Bureau of Labor Statistics Index, etc.)
- d. Adjustments are limited to no more than one (1) occurrence per contract year during the renewal period(s).

Request for Proposal

4.0 Project Description

HVFDEMS currently relies on a small staff to manage their IT infrastructure and applications. The HVFDEMS Board of Directors desires to shift this management to a partnership agreement with a qualified firm or group to support the entire IT environment. This support includes:

- a. Network Internet Email
- b. Application Management
- c. Infrastructure Support
- d. Network Security
- e. Disaster Recovery
- f. On Site and Remote Client Service
- g. 24/7 System Monitoring and Response
- h. On Site Services 5 Days per Week (5x20 support, next day service minimum)
- i. Work with Firehouse Software Support.
- j. Work with the staff of Charles County Volunteer Firemen's Association, The Charles County Association of Emergency Medical Services and their contractor for Mobil Data Terminal Support.
- k. Work with the IT Staff of Charles County and Charles County Department of Emergency Services
- l. Work with the staff and IT staff of APS Firehouse Alerting
- m. Work with JEFA Tech, Inc. and Comcast on Wireless Network
- n. Work with Security and Access System Vendor

5.0 Submittal of Proposals

Proposals should be submitted following the guidelines listed in this RFP. Additional information, options, fee alternatives, and materials are welcome, but shall be submitted following the specifics listed in this RFP. Proposals become public record, so proposers should clearly mark proprietary information and provide an explanation how and why the content in that section is proprietary and should not be public information.

Technical Submission Content Instructions:

- Submit electronically in Adobe Acrobat format, state "Proposal for IT Managed Services Provider – Technical" in the email subject line, and
- 15 bound hard/printed copies in a sealed package labeled "Proposal for IT Managed Services Provider - Technical"

Cost Submission Contact Instructions:

- Submit electronically in Adobe Acrobat format, state "Proposal for IT Managed Services Provider – Cost" in the email subject line, and
- 15 bound hard/printed copies in a sealed package labeled "Proposal for IT Managed Services Provider - Cost"

Proposals shall be delivered to:

Request for Proposal

Jimmy L. Rose, Sr.
15245 Prince Frederick Road
Hughesville, MD 20637
301-343-5130
email: jrose@hvfdems.org

Proposals received following the deadline will not be considered.

6.0 RFP Point of Contact

Point of contact for this RFP is:

Jimmy L. Rose, Sr.
15245 Prince Frederick Road
Hughesville, MD 20637
301-343-5130
Email jrose@hvfdems.org

7.0 Questions concerning RFP and/or site visits

- Proposers may attend an optional site visit and briefing on November 11, 2017 at 10 am at HVFDEMS. Proposers are encouraged to call and indicate their intention to attend this meeting. Contact information is specified above.
- Questions shall be submitted in writing to the point of contact specified above.

8.0 Timeline

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

- November 1, 2017 RFP available and advertised
- November 11, 2017 Optional Site Visit for proposers
- November 20, 2017 Last day for proposers to submit questions
- December 1, 2017 Proposals due
- December 2-8, 2017 Proposals evaluated/negotiation with selected firm
- December 11, 2017 Award by HVFDEMS Board of Directors
- December 18, 2017 Begin Work

9.0 Selection

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

10.0 Subcontracting

Proposer shall not subcontract any work without written consent from HVFDEMS.

Request for Proposal

11.0 Insurance

Proposer shall comply with HVFDEMS's insurance requirements (See contract template for specific provisions).

12.0 IT Environment

The successful proposer will have experience and/or knowledge with the components of HVFDEMS's technical environment.

Hardware:

- a. Four Dell PowerEdge R310
- b. Two Dell PowerEdge R710
- c. One Dell Power Vault 1247 tape backup
- d. Cisco Catalyst 2950 managed switch
- e. One Cisco C710 Email Security Appliance (to be installed)
- f. Cisco ASA5506-X Firewall (Connected to Charles County Government I-Net)
- g. One PELCO DX8000 DVR
- h. Security Access Control System
- i. Wireless HVAC System
- j. Outdoor Digital sign (computer operated)
- k. WIFI network for members and guests (COMCAST Network Connectivity)
- l. UPS and Generator Backup
- m. 10 Gbt dedicated fiber connected to County's I-Net.
- n. 20 +/- PC/Laptops
- o. Printers/Scanners

Software:

- a. Microsoft Exchange Server Version 14.3.3
- b. Microsoft Windows Server 2008 R2 Standard
- c. Microsoft Office Suite
- d. Antivirus
- e. Remote Desktop Services
- f. Fire Mobile
- g. Firehouse Software

Certifications, Licenses, Experience and Security Clearance

- a. Proposer shall also employ a MCITP (Microsoft Certified IT Professional).
- b. Proposer shall also employ a Cisco-Certified Design Associate (CCDA) or higher.
- c. Proposers shall have any licenses or registrations required to do business in Charles County and in the State of Maryland and comply with all local, state, and federal laws and regulations.
- d. All staff working on HVFDEMS's information systems shall complete a full background check.

13.0 Technical Submission Content

Request for Proposal

Requirements for the Technical Submission Content are listed below. Cost information shall not be included in the Technical Submission. At a minimum, each technical submission shall include the following items in the stated order; all pages shall be numbered; and all the listed items must be included. Technical Submissions which do not include all items or use the proper format may be considered non-responsive and therefore not reviewed or considered.

1. General Company Information

- a. Provide a profile of your company, including background and history, size, locations, certifications, credentials, etc. Provide details of your company's practices for staying current on regulations, legislation, certifications, and compliance especially as it relates to HIPPA, public records, and government. Describe all staff that will be utilized to perform contractual duties under your proposal, and their certifications, experience, and duties.
- b. Provide references of similar sized or larger agencies that proposer is currently managing or has managed.

2. Security

- a. Describe your strategy for securing our data. Include your company's policies as well as any security certificates that you possess.
- b. Describe your company's security certification and expertise.

3. Client Relationship Management

- a. Describe how you would manage customer relationship within the HVFDEMS "clients."
- b. Resumes (including dates of all relevant experience) of all staff expected to support HVFDEMS and an organization chart explaining the reporting relationships.
- c. Describe how will you propose changes in technicians assigned to the contract and seek approval to such changes from the HVFDEMS.
- d. Describe your training program
- e. Describe all support staff that would be expected to serve HVFDEMS, including executive, project, and account staff
- f. Describe the responsibilities of each individual proposed to be assigned to HVFDEMS account
- g. Describe the hours of operation for on-site staff as well as help desk staff
- h. Describe how afterhours support would be available
- i. How you would report to HVFDEMS contacts and users about status of systems, elicit needs of users, needs for change, etc.

4. Service Levels

- a. Describe service levels you will provide to HVFDEMS. Note that penalties will be assessed for not meeting service level response times identified.
- b. Describe your work order/trouble ticket system
- c. Describe availability of key staff during normal business hours
- d. Describe how staff is available (i.e. 5 days a week, maximum of 20 hours per week)
- e. Provide your guaranteed response time for issues dependent upon severity and time of day
- f. Provide your average response time for afterhours issues

Request for Proposal

- g. Scheduled down times for routine maintenance
 - h. How are scheduled down times determined; how communicated?
 - i. How do you propose that the service level agreement be enforced?
 - j. Describe your communication strategy for keeping clients informed of system conditions and changes.
 - k. Describe how you would assist HVFDEMS's Officers and top management strategically plan to ensure that HVFDEMS's IT system retains its usefulness, viability, compatibility, and dependability.
 - l. Describe your plans for disaster recovery.
 - m. Describe how your on-site support representative would work and describe any special requirements that would need to be filled by the HVFDEMS.
 - n. Describe how major software upgrades would be applied and what upgrades would require additional fees.
5. **Change Control**
- a. Demonstrate how you would institute change control in HVFDEMS's computing environment. (NOTE: HVFDEMS requires preapproval by the Board of Directors of any changes made to the computing environment.)
6. **Monitoring**
- a. Describe your monitoring tools and strategies to monitor and ensure the stability of the computing environment in HVFDEMS.
 - b. Describe how these monitoring results would be communicated to HVFDEMS.
7. **Documentation and Records**
- a. Describe how you would document and record maintenance, installation, performance, and changes to the system.
 - b. Describe the documentation that you would make available to HVFDEMS at the end of the contract period.
 - c. Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws and regulations.
8. **Additional information you feel is important for consideration in the evaluation of your proposal**

14.0 **Cost Submission Content**

Requirements for the Cost Submission Content are listed below. At a minimum, each cost submission shall include the following items in the stated order; all pages shall be numbered; and all the listed items must be included. Cost Submissions which do not include all items or use the proper format may be considered non-responsive and therefore not reviewed or considered.

1. **Fees**
- a. Please provide all fees associated with the proposed contract for services. The following should be included in your base bid:
 - i. Fees for service initiation
 - ii. Ongoing monthly fees and what is included and excluded.

Request for Proposal

- iii. Fees for connectivity to support site
 - b. Optional Fees
 - i. Extra work which is outside the proposal
 - ii. Optional ongoing services
 - iii. Ad-hoc services
 - iv. Escalation fees
 - v. Offsite disaster recovery
 - vi. Response and emergency fees
2. All proposals shall include a signed statement on company letterhead indicating that the proposer is authorized to offer this proposal by his/her company and may bind the company under contract if selected.
3. Additional cost information you feel is important for consideration in the evaluation of your proposal

15.0 Evaluation Criteria

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

- **Company experience, certifications, expertise, references from similar agencies.** 20%
- **Client Relationship approach** 10%
- **Security** 15%
- **Service levels** 15%
- **Management (Change Control, Monitoring, Documentation and Records)** 10%
- **Fees** 30%

Request for Proposal

PROFESSIONAL SERVICE CONTRACT BETWEEN HUGHESVILLE VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC.

AND _____

(2017)

THIS CONTRACT, by and between **HUGHESVILLE VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC.**, a Non-profit 501(c)(3) corporation, hereinafter referred to as the "**HVFDEMS**", 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. **HVFDEMS** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that **HVFDEMS** has the authority to contract for such services; that the contracting officer for **HVFDEMS** is; provided that changes that require a change in the amount of the contract price, shall require the approval of the **HVFDEMS** Board of Directors.

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 **HVFDEMS** 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.

Request for Proposal

- 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 Directors for **HVFDEMS**.

4. TERMS OF CONTRACT

- a. The contract shall begin _____ and terminate on _____. **HVFDEMS** may terminate this contract earlier upon five (5) days written notice.

5. PERFORMANCE AND PAYMENT BONDS (If Applicable)

- a. 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, **HVFDEMS**, 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 and settlement of any liens, whichever is later and applicable. Said bonds shall be delivered to the **HVFDEMS** 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 _____, and shall be paid as outlined below.
- b. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to **HVFDEMS's** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **HVFDEMS'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 **HVFDEMS** 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 **HVFDEMS** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any **HVFDEMS**, state, or federal auditor, whose duties include auditing these funds.

7. INSURANCE

- a. The **CONTRACTOR** agrees to save the **HVFDEMS** harmless from any liability that might otherwise attach to the **HVFDEMS** 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 **HVFDEMS** with evidence of general liability insurance naming **HVFDEMS**, its elected and appointed official, agents, employees, and volunteers as an additionally insured party in the amount of \$1,000,000.

8. INDEMNIFICATION

- a. Contractor agrees to indemnify and hold harmless the **HVFDEMS** 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,

Request for Proposal

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 **HVFDEMS**.

- b. 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 **HVFDEMS** or its agents or employees, then the **CONTRACTOR** expressly and specifically agrees to hold the **HVFDEMS** harmless to the extent of the **CONTRACTOR** or its agents' and employees' concurrent negligence.
- c. The **CONTRACTOR** specifically waives its immunity as against **HVFDEMS** 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 **HVFDEMS**. This provision is not intended to benefit any third parties.
- d. If a Subcontractor is used, then the **CONTRACTOR** shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity.

9. GOVERNING LAW.

- a. The parties agree that this contract shall be governed by the laws of the State of Maryland 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 **HVFDEMS**, that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. ASSIGNABILITY.

- a. 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:
- c. Deny an individual any services or other benefits provided under this agreement.
- d. 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.
- e. 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.
- f. 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

Request for Proposal

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**

- a. 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 **HVFDEMS**. **HVFDEMS** 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**

- a. Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **HVFDEMS** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of Directors for **HVFDEMS**. 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: be in writing; and state the disputed issues; and state the relative positions of the parties; and state the **CONTRACTOR's** name and address; and be mailed to the Board of Directors, 15245 Prince Frederick Road, Hughesville, Maryland 20637, 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.**

- a. 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 **HVFDEMS** 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 **HVFDEMS** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days' notice, in writing, of the **HVFDEMS'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 **HVFDEMS** 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 **HVFDEMS's** damages as a result of the
- c. **CONTRACTOR's** breach to the extent they are adequate.

Request for Proposal

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

16. OWNERSHIP OF WORK PRODUCTS.

- a. 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 **HVFDEMS's** property.

IN WITNESS WHEREOF, the **HVFDEMS** 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: _____, 2017.

**Hughesville Volunteer Fire Department and Rescue Squad,
Inc.**

INSERT CONTRACTOR/BIZ

President, Mike Robert

Contractor Representative

Chief, Scott Herbert

Secretary, Thomas Hoffman

Company Attorney
