



The County of Amelia Request for Proposals:
Information Technology (IT) Managed Services Provider

The County of Amelia
Attention: A. Taylor Harvie
16360 Dunn Street, Suite 101
Amelia, Virginia 23002

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Proposal Responses Due: April 24, 2023 by 5:00 p.m.

1. Introduction

The County of Amelia (“County”) is seeking proposals from qualified, knowledgeable, and experienced companies to serve as a managed information technology (IT) service provider (“managed service provider” or “MSP”) (“Vendor”). 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. Vendor will also recommend improvements to existing systems and provide technical support for future purchases of equipment, software, and license agreements. The Vendor chosen will need to work closely with County staff to provide support as needed or instructed.

The selected Vendor will provide monitoring for the network, as well as all maintenance, monitoring, and support for hardware (server, desktop, laptop, mobile); software; help-desk; back- ups; remote access support; cloud and email; inventory control and management (hardware and software); security; and disaster recovery.

Background & Objectives

The County of Amelia, with a population of about 13,000, is a small and rural county in the Commonwealth of Virginia. The County provides the full range of local government services, employing approximately 90 individuals based at seven locations.

This RFP is to secure an MSP contract through public proposal and competitive negotiation process pursuant to §2.2-4302.2 of the Code of Virginia (Virginia Public Procurement Act).

2. Current Technology Configuration

- a. Seven physical locations/facilities located within the County
- b. Windows servers
- c. Multiple networked printers, some with 3rd party maintenance agreements
- d. Approximately 51 Windows workstations. Both laptops and desktops; multiple models and operating systems.
- e. Office 365

3. Firm Requirements

If selected, Vendor must possess or obtain the following and be able to provide documentation to the County:

- a. All staff with access to County systems must clear a background check in their employment process and pass other screening; 3rd-party security certification preferred.
- b. Relevant certification to manage Microsoft Office 365
- c. The successful bidder will, at all times during the term of the contract term, at their own expense, carry commercial general liability insurance and property damage insurance in the amount of \$2,000,000 naming the County as additional insured, and, as required, professional liability insurance in the amount of \$5,000,000. Excess policies can be used to meet required limits. Other insurance requirements may be required and negotiated as a part of the contract with the successful bidder.

4. Scope of Services

Below is the range of services the selected Vendor must provide to the County. The submitted proposal should address all of these items, providing details on particular approaches, policies, practices, and software as applicable.

- a. Comprehensive IT documentation, asset management, and system reporting accessible by authorized County staff including:
 - i. Hardware configuration information and status
 - ii. Network topology and status
 - iii. Credential/password management
 - iv. Performance reporting
- b. General support and helpdesk including:
 - i. Work order/ticketing system to track reported issues, accessible to authorized County staff
 - ii. Business hours support and after-hours support as needed (please specify response time, staff capacity, etc.)
 - iii. On-site and remote support including remote support agents on workstations
 - iv. Configuration and setup of new equipment on site
- c. Network (LAN/WAN) Administration
 - i. Installation, configuration, administration, and maintenance of all network equipment including switches, firewalls, routers, cabling, wireless access points, and other devices.
 - ii. Regular analysis, routine configuration changes, and installation of patches and upgrades.
 - iii. Proactive monitoring of network equipment including bandwidth utilization, and other performance indicators and report when specified thresholds are reached.
 - iv. Active Directory management
- d. Application support
 - i. Management of Office 365 applications, including email
 - ii. Support of standard business applications and assistance with specialized application
- e. Security and Backup
 - i. Full suite of anti-malware solutions across all County systems.

- ii. Routine review of software, endpoints, servers, and network for potential security weaknesses and recommendations of corrective actions.
 - iii. Full backup and recovery system for servers and client-identified individual workstations
 - iv. Development and implementation of data and system recovery plans.
- f. System Upgrades and Maintenance
 - i. IT hardware lifecycle management and replacement recommendations.
 - ii. Ensure all patches and system updates are applied effectively.
 - iii. Ongoing review of hardware, software, and network architecture to proactively identify upgrades and changes to optimize security, cost, and efficiency.
 - iv. Partner with County staff and third parties to review, select, and implement new software solutions for key County systems.
- g. Voice Over IP (VOIP) Phone Solution
 - i. Manage VOIP phone system.

5. Proposal Contents

- a. Approach and Methodology
 - i. The Proposer's overall support strategy/philosophy
 - ii. Proposer must address the items listed in the Scope of Work
 - iii. Assumptions, i.e. requirements, risks, and expectations used to develop the proposal
 - iv. An explanation of the problem reporting and resolution process that describes the Proposer's support plan, including tiers, reach-back capability, service levels, the person(s) authorized to close problem reports, etc.
- b. Management Deliverables and Reports
 - i. Include descriptions of any reports used to summarize and provide detailed information for managed services customers. Include sample reports as attachments to the proposal to provide an example of the types of reports that will be provided for this engagement.
- c. Detailed and Itemized Pricing
 - i. Include a fee breakdown based on your pricing model.
 - ii. What is the pricing model? Fixed fee, hourly rate, hybrid, other?
 - iii. What services are included in the pricing? Address specifically the following (and feel free to include anything not included in this list):
 - 1. On-site time

2. Help-desk support (via phone, email, remote shared desktop)
3. Response time/problem resolution time
4. Travel time
5. Vendor management
6. Training
7. Regular in-person business review
8. Regular reporting on system health in business terms
9. Response to major system problems or outages

d. References

- i. Provide three (3) current corporate references for which you perform similar work. At least one of the references should be comparable to the County in size and requirements. It is also advisable to include at least one (1) social service agency, and one law enforcement agency(?), if you have any such clients.

e. Company Overview. Provide the following for your company:

- i. Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, address, main telephone number, toll-free numbers, and facsimile numbers.
- ii. Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- iii. Person authorized to contractually bind the organization for any proposal submitted in response to this RFP.
- iv. Brief history, including year established and number of years your company has been offering managed services and/or applications support.
- v. Disclosure of any actual or potential conflicts of interest and any pending lawsuits.
- vi. Include professional biographies and relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members.

6. General Terms of Proposal Process

- a. Proposal Preparation Costs. All expenses incurred by the Vendor in preparation and submission of this Proposal are to be borne by the Vendor, with the express understanding that no claims for reimbursements against the County will be accepted. The County shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.
- b. Proposal Evaluation

The County recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the County may prefer a Proposal with a higher price, if it offers greater value and better serves the County’s interests, as determined by the County, over a Proposal with a lower price. Proposals will generally be evaluated based upon the following criteria:

i. Company and Project Team Qualifications

1. Technical and management experience and skills of Vendor and other team members.
2. Quality of Vendor work, based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work.
3. Minimum 3 references relating to project experience, including contact name and project details; past performance appraisals if available.

ii. Service Capability

1. Client relationship approach
2. Service levels and staff capacity
3. Management
4. Business Location
5. Response Time

iii. Presentation of Services

1. Demonstrated understanding of requirements, scope of work and deliverables.
2. Clarity and completeness of submission.
3. Addressing work effort and team member participation and role in delivering work.
4. Identifying any potential options or changes to outlined requirements that could be advantageous to the County.

iv. Fees

1. Amount of fees relative to services provided
2. Pricing structure

v. The County’s selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. The County does not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal (note: this provision is only applicable to Information Technology procurements). Negotiations shall be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which,

in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror

- c. Notwithstanding any provision herein to the contrary, the County, at its sole discretion, reserves the right to:
 - i. Reject any or all Proposals whether complete or not;
 - ii. Reject any Proposal it considers not in its best interests;
 - iii. Waive any minor irregularity or insufficiency in the Proposal submitted;
 - iv. Not be liable for misunderstandings or errors in the Request for Proposals;
 - v. Issue addenda to the Request for Proposals;
 - vi. Contact references provided by the Vendors;
 - vii. Retain independent persons or contractors for assistance in evaluating Proposals;
 - viii. Request points of clarification to assist the County in evaluating Proposals;
 - ix. Negotiate changes with the successful Vendor; and
 - x. Withdraw the Request for Proposal.
- d. Proposal Presentation. The County reserves the right to request one or more of the Vendors whose submissions are of particular interest to the County, to make oral presentations to the County.
- e. Proposal Confidentiality and Proprietary Information. Except as provided in this section, all proceedings, records, contracts and other public records relating to this procurement shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.).

Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a offeror in connection with a procurement transaction or prequalification application submitted pursuant to

subsection B of § [2.2-4317](#) shall not be subject to the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.); however, the offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A offeror shall not designate as trade secrets or proprietary information (a) an entire proposal; (b) any portion of a proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal prices.

- f. All submissions become the property of the County and will not be returned to the Vendor.
- g. Conflict of Interest. A Vendor shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the County, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. The County may rely on such disclosure.
- h. Acceptance Of Proposal. The acceptance of a Proposal will be made in writing from the County and will be addressed to the successful Vendor at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Vendor is expected to enter into a contract with The County to perform the works or services set out and agreed upon in the Proposal.
- i. Subcontractors
 - i. No portion of the work shall be subcontracted without prior written consent of Amelia County.
- i. Proposal Content & Innovation
 - i. The Vendor shall address in the Proposal submission all the information as requested in the RFP documentation. The Vendor is also encouraged to include innovative, alternative, or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.
- j. The initial term of the contract is for a 2-year period beginning the effective date stated in the agreement.
- k. The contract may be renewed by the County upon written agreement of both parties for two successive two-year periods, under the terms of the current contract and within 90 days of the expiration of agreement.
- l. The County of Amelia does not discriminate against race, color, religion, sex, national origin, age, disability, political affiliation, belief or faith-based organizations.

7. Site Visit

- a. The County will host a site visit for Vendors interested in submitting proposals on Monday, March 20, 2023 at 10:00 AM. Vendors will be shown each County facility.

8. Cooperative Procurement

- a. This procurement is being conducted in accordance with the provisions of §2.2- 4304 Code of VA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

9. Instructions for Submission

- a. Submittal

Written proposals must be received no later than **Monday, April 24, 2023 at 5:00PM**. Proposals should be sent in electronic format via email to Maribeth.smith@ameliacova.com.

If Vendors desire to provide a paper copy as well as electronic, it may be mailed or delivered to:

A. Taylor Harvie, III
County Administrator
16360 Dunn St., Ste 101
PO Box A
Amelia, VA 23002

- b. Questions

All questions must be submitted to Taylor Harvie, III no later than **Monday, March 27, 2023** in writing at the address above or taylor.harvie@ameliacova.com. Questions and answers will be posted as addenda to the RFP document at <https://www.ameliacova.com/404/Employment-Opportunities-RFPs>

Attachment A General Conditions and any Special Conditions

Termination for Convenience. The County shall have the right to terminate this contract at its convenience, with or without cause, by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the County.

Assignment of Interest. The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the County which the County shall be under no obligation to grant.

Release of Data. No reports, information or data given to or prepared by the Contractor under the resulting

contract shall be made available to any individual or organization by the Contractor without the prior written approval of the County, which approval the County shall be under no obligation to grant.

Gender Reference. Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

Binding Effect. The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

Governing Law. The laws of the Commonwealth of Virginia shall govern this contract.

Worker's Compensation Insurance shall be in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:

- Bodily Injury by accident, \$100,000 for each accident;
- Bodily injury by disease, \$500,000 policy limit;
- Bodily Injury by disease, \$100,000 for each employee.

Public Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles. The insurance specified herein shall name the County of Amelia as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the County is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the County with copies of certification of insurance coverage and proof of payment of all premiums.

Ethics in Public Contracting. Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (Va. Code §2.2-4367 et seq.), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

Partial Invalidity. Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of this contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

Release and Ownership of Information. The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this contract. The County reserves its right of ownership to all material given to the Contractor and to all background information, documents, and computer software and documentation developed by the Contractor.

Indemnity. The Contractor shall indemnify and hold harmless the County of Amelia and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.

Subcontractors and Assignments. The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the County to permit the County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the County for approval. The subcontract shall incorporate by reference all provisions and conditions of this contract.

The County approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the County .Examination of Records. The Contractor agrees that the County of Amelia or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

Licenses and Patents. The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save the County and its officer and employees harmless from any and all loss, including reasonable attorney's fees, on account thereof.

Attorney Fees. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.

Contractual Disputes. Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Owner shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

Payment of Subcontractors. Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

(a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or Notify the Owner (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Owner, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

Nondiscrimination. During the performance of this contract, the contractor agrees:

(a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, will state that such contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.

(d) The Contractor will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace. During the performance of this contract, Contractor agrees to:

(a) provide a drug-free workplace for Contractor's employees;

(b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(c) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

(d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.

Contractor, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Contractor shall provide the County with its State Corporation Commission Identification Number.

If Contractor is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, Contractor shall provide the County with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Agreement unless a waiver of this requirement is granted by the County Administrator. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the County voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.