

CITY OF HOUSTON
RFP #01-2024 - AD 001



RFP
Remote Monitoring IT Services
City of Houston

Request for Proposals ("RFP")

ISSUE DATE: February 26, 2024.

DUE DATE: **5:00 p.m. on April 26, 2024** ("Submission Deadline")

INSTRUCTIONS: Proposers must submit two paper copies of their complete proposal and one electronic copy (on a flash drive) of their proposal in a sealed envelope in person, via mail or courier. Please write the proposer's name, phone number and email address on the outside of the sealed envelope.

SUBMIT TO: Physical Address City of Houston, 13878 W. Armstrong Road, Houston, Alaska, 99694
Mailing Address City of Houston, PO Box 940027, Houston, Alaska, 99694

CONTACT INFO: Questions concerning this RFP must be sent by e-mail to the contacts listed below no later than **11:00 a.m. on April 10, 2024**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online by Addendum.

Clerk Tani Schoneman
Email tschoneman@houston-ak.gov

OVERVIEW: City of Houston requests proposals from experienced IT firms with the ability to assist the city with remote IT monitoring of the network, servers, backup of hard drives and individual computers used by city Employees. The Contract will cover the period of July 1, 2024 through June 30, 2025. There will be up to three years renewable options.

Request for Proposal: Managed IT Services

I. Introduction

The City of Houston invites qualified and experienced Managed IT Service providers to submit proposals for the provision of comprehensive managed IT services. The selected vendor will be responsible for managing and supporting our IT infrastructure remotely.

II. Background

The City of Houston is a small town with (2) two facilities, approximately (10) ten employee work stations, and (2) two Microsoft Windows server environment on at each facility. We are seeking a reliable and skilled Managed IT Services provider to ensure the efficiency, security, and continuity of our IT systems.

III. Scope of Services

The selected vendor will be required to provide the minimum following services:

1. **Remote Monitoring and Management (RMM):**
 - Continuous monitoring of servers and network infrastructure.
 - Proactive identification and resolution of potential issues.
 - Install tools for monitoring each computer and server as need by the IT Service Professional to monitor and protect each city computer.
2. **Help Desk and Technical Support:**
 - Remote assistance for end-user issues and inquiries.
 - Ticketing system for issue tracking and resolution.
 - Non hardware problem corrections done in 24 hours.
3. **Security Services:**
 - Implementation and management of security measures.
 - Regular security audits and updates to protect against cyber threats.
4. **Backup and Disaster Recovery:**
 - Regular backups of critical data.
 - Development and testing of a comprehensive disaster recovery plan.
5. **Patch Management:**
 - Timely installation of patches and updates for operating systems and software.
6. **Review of Existing Network**
 - Recommend upgrades to existing network system.
 - Review other future planned upgrades and how to integrate them in to the network system.

IV. Remote Management Tools

Respondents should provide a detailed description of the remote management tools they intend to use for monitoring, managing, and supporting our IT infrastructure. Include information on the features, capabilities, and benefits of the tools.

V. Success Metrics

Respondents should propose success metrics that will be used to evaluate the quality of the managed IT services. These metrics should include, but are not limited to:

1. **System Uptime:** The percentage of time our IT systems are operational.
2. **Response Time:** The time taken to respond to and resolve support tickets.
3. **Security Incidents:** The number and nature of security incidents detected and resolved.
4. **Backup Success Rate:** The success rate of data backup processes.
5. **User Satisfaction:** Feedback from end-users on the quality of IT support services.

VI. Qualifications and Experience

Prospective vendors should possess the following qualifications:

1. Proven experience in providing managed IT services for organizations of similar size and complexity.
2. Expertise in managing Microsoft Windows server environments.
3. Demonstrated ability to provide remote support and monitoring.

VII. Proposal Submission

Interested parties should submit the following documents by [insert due date]:

1. **Cover Letter:** Brief introduction and summary of the vendor's capabilities.
2. **Company Profile:** Detailed information about the vendor's experience, services offered, and relevant certifications.
3. **Proposal:** A detailed proposal outlining how the vendor plans to fulfill the requirements outlined in this RFP, including information on remote management tools and proposed success metrics.
4. **References:** Contact information for at least three references from current or past clients.

VIII. Evaluation Criteria

Proposals EVALUATION. The City of Houston will review and rank every proposal received in response to this RFP based on the following weighted criteria:

- Transmittal Letter (15%);
- Project Team experience and qualifications (25%);
- Technical expertise and proposed solution (25%);

- Pricing (25%).
- Description of remote management tools. (10%).

The City of Houston reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select proposals in the manner and to the extent that they serve the best interests of City of Houston. This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP. The City of Houston reserves the right to request oral interviews, proposal clarifications/additional information, and/or best-and-final offers from some or all proposers prior to making a final selection.:

FORM OF AGREEMENT. By submitting a proposal, each proposer agrees, if selected by the Ballet to perform services, to enter into an agreement which shall include, but not be limited to, the Material Contract Terms and Conditions AGREEMENT FOR SERVICES For REMOTE MONITORING IT SEVICES and EXHIBIT A

IX. Timeline

- RFP Issued: 02/29/2024
- Proposal Due Date: 04/19/2024
- Vendor Selection: 05/03/2024
- Contract Signed 06/07/2024
- Service Starts 07/01/2024

X. Contact Information

For inquiries and submission of proposals, please contact:

Clerk Tani Schoneman

Email tschoneman@houston-ak.gov

We look forward to receiving your proposals and selecting a qualified Managed IT Services provider for the City of Houston

**AGREEMENT FOR SERVICES
For
REMOTE MONITORING IT SERVICES**

THIS AGREEMENT FOR SERVICES is made and entered into this ____ day of _____, 2024, by and between the City of Houston, Alaska, an Alaska Second Class City, whose address is Post Office Box 940027, Houston, Alaska 99694, hereinafter called *OWNER*, and _____, licensed and qualified to do business within the State of Alaska, whose address is _____, hereinafter called *CONTRACTOR*.

Recitals

A. *OWNER* desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Section 1.

B. *CONTRACTOR* represents that it is ready, able and qualified to perform and provide, and will perform and provide, in all respects, all of the work, services, and materials and otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Agreement to Perform. *OWNER* hereby agrees to engage *CONTRACTOR*, and *CONTRACTOR* hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the following work for the project entitled: Remote Monitoring IT Services, as outlined in Exhibit A.

Section 2. Term. The effective date of this Agreement is for one year. From July 1, 2024 through June 30, 2025 with up to three years renewable options.

Section 3: Compensation and Payment. For and in consideration of the timely and proper performance of work authorized as provided herein, *OWNER* shall pay *CONTRACTOR* on the basis of Time & Expense.

Section 4: No Additional Work. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement, or by a written amendment thereto signed by both parties, done or

furnished by CONTRACTOR, will be allowed or paid by OWNER, and CONTRACTOR expressly waives any claim therefore.

Section 5: CONTRACTOR Qualified. CONTRACTOR expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent, professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

Section 6: Independent Contractor. The parties hereto expressly agree that CONTRACTOR shall be and is an independent contractor, is not an employee or agent of OWNER, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to OWNER'S employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to CONTRACTOR, it being understood that CONTRACTOR is solely responsible.

Section 7: Termination.

(a) Termination for Cause. This agreement may be terminated in whole or in part in writing by OWNER in the event of failure by CONTRACTOR to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(b) Termination for Convenience of OWNER. This agreement may be terminated in whole or in part in writing by OWNER for OWNER'S convenience provided CONTRACTOR is given not less than Fourteen (14) calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(c) In the event termination is for the convenience of OWNER pursuant to (b) above, CONTRACTOR shall be paid for the services that have been actually performed in accordance with this Agreement prior to the effective time of such notice of intent to terminate and for which the CONTRACTOR has not been paid and for reimbursement of any reimbursable expenses allowable under this Agreement that were actually expended and not reimbursed prior to the effective time of such notice of intent to terminate, and OWNER shall not be liable or responsible for any loss of profits or any other consequential or special damages, amounts or payments, of any kind or any nature whatsoever to CONTRACTOR.

(d) Upon receipt of a termination notice, CONTRACTOR shall promptly discontinue all services and deliver or otherwise make available to OWNER all data,

drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by CONTRACTOR in performing this agreement, whether completed or in process.

(e) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 7 shall be due or payable to CONTRACTOR in the event of termination.

Section 8: Conflict of Interest. CONTRACTOR covenants, warrants and represents that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. CONTRACTOR further covenants, warrants, and represents that in the performance of this agreement, no person having any such interest shall be employed.

Section 9: Hold Harmless and Indemnity. The CONTRACTOR shall indemnify, defend, and hold harmless the contracting agency [OWNER] from and against any claim of, or liability for, negligent acts, errors, and omissions of the CONTRACTOR under this agreement. The CONTRACTOR is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the CONTRACTOR and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision "CONTRACTOR" and "contracting agency" include the employees, agents, and contactors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling the CONTRACTOR, or in approving or accepting the CONTRACTOR'S work.

Section 10: Insurance.

(a) CONTRACTOR shall maintain in good standing the insurance described in subsection (b) of this section. Before rendering any services under this contract, CONTRACTOR shall furnish OWNER a Certificate of Insurance showing proof of insurance in accordance with subsection (b) of this section in a form acceptable to OWNER.

(b) CONTRACTOR shall provide the following types of insurance. OWNER shall be named as additional insured on all insurance policies except workers' compensation contracts and CONTRACTOR shall provide the Owner with a Certificate of Insurance showing the Owner as an additional insured. All policies shall have a thirty (30) day cancellation clause.

(1) Workers' compensation and employer's liability coverage as required by Alaska law.

(2) Comprehensive general liability, including contractual, property damage, bodily injury, premises operations including explosion, collapse and underground; products and complete operations, broad form property damage and personal injury coverages in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

(3) Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned automobiles in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

(4) Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to OWNER prior to cancellation.

(5) The failure of the CONTRACTOR to provide the proof of insurance and the Certificate showing the OWNER as an additional insured within thirty days of the effective date of this Agreement shall constitute a material breach of this Agreement.

Section 11: Independent Contractor: No Authority to Bind OWNER. The parties agree that CONTRACTOR is an independent contractor and is not, and shall not be construed to be, a partner, joint venture, employee or agent of OWNER and shall not, and is not authorized to, enter into or make any contracts or agreements, or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of OWNER.

Section 12: Assignment and Subletting Prohibited. CONTRACTOR shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract or otherwise dispose of or encumber this agreement, or the rights thereunder, nor shall CONTRACTOR delegate any of its duties without the prior written consent of OWNER. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition, or the attempted assignment, disposition or delegation of duties or rights, shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of OWNER. The OWNER shall not approve any assignment to an LLC unless the CONTRACTOR personally guarantees the performance of the LLC or the members of the LLC personally guarantee the performance of the LLC.

Section 13: Notice. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the

expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

OWNER: City of Houston
P.O. Box 940027
Houston, Alaska 99694

CONTRACTOR:

Section 14: Equal Employment Opportunity.

(a) CONTRACTOR shall not discriminate against any employee, applicant for employment, or subcontractor because of race, color, religion, national origin, ancestry, age or sex. CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post notices in conspicuous places available to employees and applicants for employment and to state in all solicitations for contract jobs the provisions of this nondiscrimination clause.

(b) CONTRACTOR agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination and with all other State efforts to guarantee fair employment practices under this agreement, and CONTRACTOR will comply promptly with all request and directions from the State Commission of Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

(c) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause.

Section 15: Miscellaneous.

(a) Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of OWNER and an independent contractor.

(b) Terminology. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) Nonwaiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver or any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. The Superior Court for the State of Alaska, Third Judicial District at Palmer, Alaska, shall be the exclusive jurisdiction and venue for any and all claims of any kind and any nature arising out of or related to this Agreement in any way. .

(e) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties but also to their respective personal representatives, heirs, successors and assigns.

(g) Compliance with Laws and Regulations. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all of the requirements of all local, state or federal laws, ordinances or regulations now in force, or which may hereafter be in force, pertaining to this agreement or the project or work to be performed, and shall faithfully observe in the performance of this agreement all local, state and federal laws, ordinances and regulations now in force or which may hereafter be in force.

(h) Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by CONTRACTOR shall be construed to be both a covenant and a condition.

(i) Time of the Essence. Time is of the essence as to each term, condition, covenant and provision of this agreement.

(j) Entire Agreement. This agreement, and any schedules, appendices or

exhibits attached hereto, sets forth all the covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto, shall be binding upon the parties unless reduced to writing and signed by both parties. CONTRACT agrees and understands that no employee, representative or consultant of the OWNER, nor the Mayor, has any authority to verbally modify or amend this Agreement. This agreement constitutes a final, complete and exclusive statement of the agreement between the parties.

(k) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(l) Interpretation and Enforcement.

This Agreement is the result of good faith, arms length negotiations by the parties. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments to this Agreement. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.

(m) Understanding.

The CONTRACTOR acknowledges that the CONTRACTOR has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will.

(n) No Third Party Beneficiary

The provisions of this Agreement are and will be for the benefit of CONTRACTOR and OWNER only and are not for the benefit of any third party and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

WHEREFORE the parties have entered into this agreement the date and year first above written.

OWNER:
City of Houston

ATTEST:

Tani Schoneman
City Clerk

By: _____
Carter Cole
City Mayor

Commission expires: _____

STATE OF ALASKA)
)ss:
Third Judicial District)

Notary Public for Alaska
Commission expires: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__,
by _____, _____ of _____, an Alaska corporation,
on behalf of the corporation.

EXHIBITS

Exhibit A:

EXHIBIT A
SCOPE OF SERVICES

The selected vendor will be required to provide the minimum following services:

- 1. Remote Monitoring and Management (RMM):**
 - Continuous monitoring of servers and network infrastructure.
 - Proactive identification and resolution of potential issues.
 - Install tools for monitoring each computer and server as need by the IT Service Professional to monitor and protect each city computer.
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