

KITTITAS COUNTY PUBLIC UTILITY DISTRICT #1

REQUEST FOR PROPOSAL (RFP) #19-016

INFORMATION TECHNOLOGY SERVICES

Kittitas County Public Utility District #1 (“District”) is requesting proposals from qualified professional vendors for outsourcing the management of all Information Technologies utilized by Kittitas County PUD #1. The objective and intent of this project is to identify a business partner that has extensive and reliable experience in supporting local and cloud hosted applications, physical and virtual servers, IP based phone systems, and general helpdesk support.

The District’s specific needs are outlined in the following Request for Proposal (“RFP”).

Contractors submitting a proposal must be on the Districts active Vendor List (visit the District website at www.kittitaspud.com to register).

I. INSTRUCTIONS TO CONTRACTORS

A. All proposals must be addressed to:

**Kittitas County Public Utility District #1
1400 Vantage Highway
Ellensburg, WA 98926
(509) 933-7200**

- B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: **“Information Technology RFP #19-016”**. The name and address of the proposing contractor must be shown on the face of the envelope.
- C. All proposals must be received by 3:00 pm on October 31, 2019 at which time they may be opened. No facsimile, electronic or telephone proposals will be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the offer.
- D. Proposal Submittal is included as Exhibit B.
- E. The Contract template is included as Exhibit C.
- F. Provide employee qualifications and references.

II. SCOPE OF SERVICES

The scope of service is attached herein as Exhibit A.

III. TERMS AND CONDITIONS

- A. This proposal will begin upon execution of the contract.
- B. The District reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The District reserves the right to request clarification of information submitted, and to request additional information from any proposer.

- D. The District reserves the right to award any contract to the next most qualified proposer, if the successful proposer does not execute a contract within fifteen (15) days after award of proposal.
- E. The District may require proof of cost for materials/parts, at which time the contractor will be required to provide a copy of the original purchase invoice showing the wholesale cost of the material/ part.
- F. The District may require quotes for materials/parts with a retail cost greater than \$2,500. The contractor will be required to provide three sources for the material/part for quotes if the District requires the quotes, in accordance with District policy.
- G. The District reserves the right to utilize the services from other businesses for specific services that may be specialized. The executed contract with the District does not insinuate a sole service contract.
- H. The contract resulting from acceptance of a proposal by the District shall be in a form supplied by the District and shall reflect the specifications in this RFP.

IV. COMPENSATION

Payment by the District for the services will only be made after the services have been performed and accepted by authorized District representatives. The District requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the District to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the District as described in Exhibit A. Monthly invoices shall be submitted by the 12th of the following month with a listing of services performed, cost, and date identified. Payment will be made on the 20th of the current month if invoice is submitted by the 12th. If not submitted by the 12th payment will be made the following month on the 20th. Discount periods must be extended if the billing invoice is returned for credit or correction. Invoices shall be submitted on a monthly basis for work completed.

EXHIBIT A SCOPE OF SERVICE

Current Information Technology Systems

The Kittitas PUD needs support for 8 servers (Physical and Virtual) on Microsoft Operating systems and approximately 28 workstations and users. Software applications such as Accounting, GIS, E-Mail, MS Office, and Security will need to be supported.

Scope of Work

The intent of this RFP is to get fixed fee proposals for 24X7 management of the:

- **Infrastructure** - Servers, storage, firewalls, routers, wireless access points, printers, and network, including all patch management, performance monitoring, and virus protection
- **Application Management** - MS Office, Windows-based apps, SaaS and software licensing
- **Collaboration** - Exchange/Outlook, SharePoint, VOIP, Announcements, Screen Sharing, Shared Shortcuts, Employee Directory, Third Party Gadgets and Custom Objects
- **Administration** - Add/modify/delete users, manage groups, folder sharing, passwords, session control, email control, assign applications by user and/or groups, and track usage
- **Account Management** - Dedicated Account Manager, Virtual CIO, Strategic Planning, Budgeting)
- **Availability and Security** - Backup/Retention/Offsite Encrypted Replication, Continuous Data Protection, Disaster Recovery, Compliance, E-Mail Archiving, E-Discovery, Single Sign On, Intrusion detection and protection, and multi-factor authentication
- **Support** - Live end-user helpdesk, self-service help, shared documentation/knowledgebase remote and onsite support, after hours emergency support, support ticketing and tracking, screen sharing, and user training currently used to support the Kittitas County PUD. Supply guaranteed response time for regular and emergency support calls
- **Purchase** To keep consistency with equipment the District will purchase hardware from contractor. The contractor will be required to follow the District Procurement Policy (see exhibit C) guaranteeing that the District is receiving the lowest competitive price. Upon signature of contract a copy of our yearly draft equipment purchases will be provided.

Contract to be set for 3 years.

EXHIBIT B
PROPOSAL FORM

COMPANY			
ADDRESS			
CITY	STATE	ZIP	PHONE
AUTHORIZED REP (PRINT)	TITLE		EMAIL
SIGNATURE			DATE

Service	Notes	Per Service Proposal \$
Infrastructure		
Application Management		
Collaboration		
Administration		
Account Management		
Security		
Support		
Purchasing		
Response time for support calls		
Total Bid Amount		

Notes:

Bidder should disclose any limitations or exclusion of services from the bid. All work subcontracted by consultant should be included in the total bid amount.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 201__ by and between the KITTITAS COUNTY PUBLIC UTILITY DISTRICT No. 1 (“District”), and _____, a Washington [corporation/limited liability company] (“Consultant”).

In consideration of the covenants and conditions of this Agreement, the parties hereby agree as follows:

I. SERVICES, COMPENSATION AND SCHEDULE

1. **Scope of Services.** Consultant shall perform the services (the “Services”) as defined in Request for Proposal No. _____ (the “RFP”) attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Schedule of Work.** Consultant shall commence the Services upon receipt of notice from District to do so, and shall (check one):

_____ Complete the Services by _____; or

_____ Perform the Services in accordance with the schedule shown in **Exhibit B** attached hereto and incorporated herein by this reference.

3. **Compensation and Payment.** District shall pay Consultant for the Services as indicated below (check one):

_____ Fixed fee, including for all services, costs, and taxes, in the amount of \$ _____; or

_____ Time and materials based on the rates described in **Exhibit C** attached hereto and incorporated by this reference, not to exceed \$ _____; or

_____ Other, as described in **Exhibit C** attached hereto and incorporated herein by this reference, not to exceed \$ _____.

Unless otherwise agreed to in **Exhibit A**, **Exhibit B**, or **Exhibit C** to this Agreement, and except as provided herein, all invoices shall be received no later than the 12th of the month to be paid on the 20th of the current month. Invoices received after the 12th of the month will be paid the following month on the 20th. All invoices shall be sent to the attention of District’s Accounts Payable Department at accountspayable@kittitaspud.com.

The making of any payment to Consultant under this Agreement shall not relieve Consultant of any of its obligations hereunder. Consultant is obligated to complete the Services in their entirety and to deliver to District such completed work as specified.

4. **Changes.** District may, from time to time, authorize in writing changes or modifications in the scope of services to be performed under this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this Agreement, or pursuant to terms and conditions mutually agreed to by the parties. District will compensate Contractor only for services performed or costs incurred that are within the scope of services authorized by this Agreement, or any modifications to the Agreement in accordance with this section.

5. **Termination.** The Agreement may be terminated as follows:

a. *For Cause:* If District, in its sole discretion, determines that the Services being provided hereunder are not being performed satisfactorily or that any security or confidentiality provisions or policies are not being followed, District shall inform Consultant of such dissatisfaction in writing and Consultant shall take corrective measures to remedy such situation. If the problem is not corrected to District's sole satisfaction within two (2) business days after such notice is given, then Consultant shall provide a qualified substitute to provide the Services in place of Consultant at no additional cost or expense to District for up to thirty (30) days or until District finds a replacement to perform the Services, whichever occurs sooner.

b. *For Convenience:* District, upon 30 day written notice, may abandon or terminate this Agreement or any part hereof, and such action shall in no event be deemed a breach of this Agreement. Such termination may come about for the sole convenience of District. Upon receipt of written notification from District that this Agreement, or any part hereof, is to be terminated, Consultant shall immediately cease operation of the work stipulated.

II. DISTRICT'S RESPONSIBILITIES

6. **Cooperation.** District shall cooperate as set forth in the RFP. No liability shall attach to District, by reason of the entering into this Agreement, except as expressly provided herein.

III. CONSULTANT'S RESPONSIBILITIES

7. **Generally.** Consultant shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all of the Services to be performed and work product to be delivered under this Agreement. Consultant shall perform the Services to conform to generally-accepted professional standards for Consultant's profession and the requirements of District. Time is of the essence under this Agreement.

Consultant shall, without additional compensation, and within a reasonable time after receipt of notice from District, correct or revise any errors, omissions or other deficiencies in the

Services performed or work product delivered under this Agreement. In the event Consultant fails to remedy any such error, omission or deficiency in a timely manner, District may undertake such remedy as it deems reasonably necessary and Consultant shall bear all costs reasonably associated with said remedial action taken by District.

8. Personnel.

a. All of the Services shall be performed by employees regularly employed by Consultant, unless District provides Consultant prior written consent, which District may withhold in its sole discretion, to the performance of any portion of or all of the Services by any sub-contractors, independent contractors or any other third parties or person(s) not employees of Consultant (collectively referred to as "Sub-Contractors"). Consultant shall provide adequate personnel to permit the timely completion of all work. All such personnel shall be trained and supervised in accordance with accepted industry practices and shall conform to the reasonable rules and regulations established from time to time by District for the conduct of, and in relation to, the employees of Consultants of District when such employees are on property owned or controlled by District, on a District worksite, or performing services for District.

b. District may require Consultant to provide its personnel with picture identification cards. All of Consultant's personnel shall enter and exit District's facilities in a manner prescribed by District.

c. Consultant will be responsible for securing District's facilities after each performance of the Services. Consultant shall ensure that unauthorized persons are not allowed access to the facilities during the time the Services are performed.

d. Consultant shall be solely responsible for hiring, firing, paying and supervising the performance of the Services by its employees and Sub-Contractors. Furthermore, Consultant agrees to accept responsibility for all expenses, costs, or damages relating to its employees and any Sub-Contractors it engages in performance of its obligations and the Services under this Agreement.

e. Consultant and its Sub-Contractors shall be solely responsible paying and/or maintaining all withholding taxes, social security taxes, workmen's compensation coverage and payments, unemployment insurance, and other taxes or insurance including workers compensation insurance incident to employment. Consultant shall also be responsible for costs of health insurance and other benefits offered to its employees, agents, Sub-Contractors or which are owed to or with respect to such employees, agents or Sub-Contractors.

9. Equipment and Material. Consultant shall provide and maintain adequate equipment to permit timely completion of the Services and shall use materials which are in conformance with existing federal, state and local laws and ordinances.

IV. ADDITIONAL REQUIREMENTS

10. **Licenses/Permits.** If any governmental license or permit shall be required for the proper and lawful conduct of Consultant's business or other activity carried on, in or at District premises, or if a failure to procure such a license or permit might or would in any way affect the operations of any District facilities, then Consultant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by District. Consultant, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

11. **Compliance with Laws.** Consultant understands and agrees that Consultant's performance of any and all of the Services under this Agreement shall, at Consultant's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such services. Consultant shall pay all taxes, assessments and premiums now or hereafter in effect and payable by reason of or in connection with the Services, including, without limitation, B&O, income taxes, social security taxes, sales taxes, use taxes, and personal property taxes. Consultant further agrees, at its own expense, to be solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to Consultant's employment status or Consultant's employment relationship with others, including, without limitation, those laws governing employee withholding, benefits and fair labor practices.

12. **Insurance.** Consultant shall carry and maintain throughout performance of this Agreement the following types and amounts of insurance:

- a. Workers' compensation insurance in the statutory required amounts;
- b. Employer's liability insurance with a limit of not less than \$1,000,000 per claim;
- c. Professional liability insurance of not less than \$1,000,000 per claim;
- d. Commercial general liability (bodily injury and property damage) with limits of not less than \$2,000,000 per occurrence; and
- e. Comprehensive automobile liability (bodily injury and property damage) covering owned, non-owned and hired vehicles with limits of not less than \$1,000,000.

The commercial general liability policy shall specifically identify District, and its officers, commissioners, agents and employees as additional insureds.

The above policies shall: (i) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (ii) be primary and not contributory with District's insurance as it relates to occurrence(s) by Consultant or its Sub-Contractor(s); and (iii) provide that it may not be canceled or changed without at least thirty (30) days prior written notice to District. Consultant shall furnish to District a Certificate of Insurance evidencing such primary

coverage prior to the commencement of the Services hereunder and shall continue to provide District with subsequent Certificates of Insurance evidencing uninterrupted compliance with these insurance requirements until the termination of this Agreement. Consultant expressly understands and agrees that it is solely liable for the acts and omissions of its Sub-Contractors and that Consultant's commercial general liability insurance shall apply to such acts and omissions of its Sub-Contractors. Consultant shall also provide District with certified copies of the policies required herein upon District's request. Consultant further agrees to require and cause the same insurance coverages and Certificates of Insurance as set forth herein, and the indemnifications as set forth below, from any and all of its Sub-Contractors, prior to any such Sub-Contractor's commencement of the Services.

If any of the above required insurance policies are "claims made," Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by District.

The above insurance limits do not constitute a limit on Consultant's liability to District. Any payment of deductible or self-insured retention shall be the sole responsibility of Consultant.

13. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, and its officers, commissioners, agents and employees, from and against any claims, suits, liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses, or expenses of whatever nature (collectively "claims") arising out of or resulting from (a) Consultant's breach of any of its obligations hereunder; or (b) the negligent acts or omissions of Consultant or its Sub-Contractors, or the officers, employees or agents of either of them, in performing this Agreement, except for injuries and damages caused by the sole negligence of District. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of Consultant or any Sub-Contractor regardless of any immunity provided by the Washington Insurance Act, Title 51 of the Revised Code of Washington, or any other applicable law. **THE TERMS OF THIS SECTION, SPECIFICALLY INCLUDING THE PRECEDING WAIVER OF IMMUNITY, SHALL BE DEEMED MUTUALLY NEGOTIATED TO THE FULLEST EXTENT ALLOWED BY THE LAWS OF WASHINGTON.**

The aforementioned indemnification obligations shall survive the termination of this Agreement.

14. **Independent Contractor.** Consultant is an independent contractor and all persons employed or engaged to furnish the Services hereunder are employees of Consultant and not of District. This Agreement shall not create a relationship between the parties or party as an employee-employer, agent, partner, or joint venture of the other.

15. **Non-Discrimination and Equal Opportunity.** Consultant agrees to comply, and to require any Sub-Contractor to comply, with all federal and Washington State statutes relating

to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (j) RCW 49.60.030 Freedom from discrimination; and (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement or the parties hereto.

16. **Records.** Consultant shall maintain all records and documents, including financial data, all records required for wage and hour purposes (including exemption certificates), all other employment and payroll records, and other evidence directly pertinent to performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles and Practices. Consultant shall provide District, or its designated agent, with access to or copies of records and other tangibles upon written request. District or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and to access all records and documents, including financial data, for a period of not less than six (6) years after completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement, whichever occurs last.

V. MISCELLANEOUS

17. **Binding.** This Agreement shall inure to and bind the successors, assigns and representatives of the parties; provided, however, that this Agreement may not be assigned by Consultant without the prior written consent of District.

18. **Entire Agreement.** This Agreement, including all exhibits to this Agreement, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or verbal. No change, amendment or modification of any provision of this Agreement will be valid unless set forth in a written instrument signed by both parties.

19. **Notices.** All notices, requests, demands and other communications given by a party to the other party in connection with this Agreement will be in writing and will be deemed to have been duly given (a) when sent via facsimile as evidenced by a printed confirmation page of successful transmission; (b) when delivered personally or delivered by a recognized courier

service that provides a receipt of delivery; or (c) three (3) days after being deposited as certified or registered mail, postage prepaid, into the United States mail, to the following addresses or numbers:

If to Kittitas PUD:

Attn: _____
Email: _____

If to Consultant:

Attn: _____
Email: _____

or to such other address of a Party as such Party may designate in writing in accordance with this Section.

20. **Legal Fees.** In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

21. **Conflict and Precedence.** In the event of a conflict between the terms and conditions contained in the Exhibit A - RFP (including any attachments and revisions), Exhibit B – Schedule of Work, Exhibit C – Compensation and Payment, and the main body of this Agreement, the following order of precedence shall apply:

- * Exhibit A - RFP (including any attachments and revisions)
- * Exhibit B – Schedule of Work
- * Exhibit C – Compensation and Payment
- * The main body of this Agreement

22. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

23. **Law; Venue.** The laws of the State of Washington shall govern this Agreement. Further, the place of performance and transaction of business shall be deemed to be in the County of Kittitas, State of Washington, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Washington, and more specifically, the Superior Court of Kittitas County, Washington.

24. **Counterparts.** This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original instrument. All such counterparts and duplicate originals together shall constitute but one Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed effective the day and year first above written.

KITTITAS COUNTY PUBLIC
UTILITY DISTRICT NO. 1:

By: _____
Title: General Manager
Date: _____

CONSULTANT:

(Name of Consultant)

(Signature of Authorized Representative)
By: _____
Title: _____
Date: _____

SAMPLE