

SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES

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# Request for Proposals

RFP 2019-10

for

**INFORMATION TECHNOLOGY SUPPORT  
SERVICES**



**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**TABLE OF CONTENTS**

<b><u>ITEM</u></b>	<b><u>PAGES</u></b>
NOTIFICATION INVITING PROPOSALS .....	N-1
PROPOSAL REQUEST .....	RFP-1
PROPOSAL TIME-LINE.....	RFP-1
SUBMITTAL OF PROPOSALS .....	RFP-2
DESCRIPTION OF DISTRICT.....	RFP-3
BACKGROUND .....	RFP-4
SCOPE OF SERVICES.....	RFP-5
PROPOSAL CONTENT .....	RFP-5
WITHDRAWAL OF PROPOSAL .....	RFP-7
SELECTION CRITERIA .....	RFP-7
SELECTION PROCESS.....	RFP-8
CONTRACT AWARD .....	RFP-9
PROTEST PROCEDURES .....	RFP-11
CONFLICT OF INTEREST .....	RFP-11
CONFIDENTIALITY .....	RFP-12
EX PARTE COMMUNICATION.....	RFP-12
WAIVER.....	RFP-13

**ATTACHMENTS:**

- Attachment A – Cost Proposal Form
- Attachment B – Sample Professional Services Agreement
- Attachment C – Acknowledgement of Addenda
- Attachment D – Scope of Services

**SAN MATEO COUNTY HARBOR DISTRICT**

**REQUEST FOR PROPOSALS (RFP) 2019-10**

**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**NOTICE INVITING PROPOSALS**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 1449, El Granada, CA 94018; or by courier or personal delivery to the San Mateo County Harbor District, 504 Avenue Alhambra, 2<sup>nd</sup> Floor, El Granada, CA, by **November 19, 2019, at 4:00 p.m., Pacific Time**, for the following:

**REQUEST FOR PROPOSALS (RFP) 2019-10**

***PROPOSAL FOR: Information Technology Support Services***

The San Mateo County Harbor District ("District") is requesting proposals from information technology firms with a minimum of five (5) years' experience. Experience with public agencies is desirable.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin, sex or any other protected status in the award and administration of contracts.

Requests for modifications or clarifications of any requirement must be submitted in writing by email to: [jvanhoff@smharbor.com](mailto:jvanhoff@smharbor.com), or by U.S. Mail to U.S. Postal Service address above. All such requests must be received in District's office by **November 5, 2019, at 4:00 p.m., Pacific Time**.

Potential Proposers have the option to attend an optional pre-bid site visit scheduled on **October 30, 2019 at 9:00 a.m.** The site visit will include three locations including the Administration office in El Granada (9:00 a.m.), Pillar Point Harbor (9:45 a.m.), and Oyster Point Marina in South San Francisco (11:00 a.m.). These times may be adjusted as needed.

Proposals will be examined by District Staff and reported to the San Mateo County Harbor District Board of Harbor Commissioners within one hundred twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if an award is made.

The RFP Documents are available for download on the District's website. To download the documents, go to the District's website home page at <http://www.smharbor.com>, click on Bids/RFPs, scroll down to RFP 2019-10.

Downloading RFP documents from the District's website does not imply your firm is a potential proposer nor will your name automatically appear on the District's "List of Potential Proposers." In order to be included on the "List of Potential Proposers", the District requests that all potential Proposers complete the "Bids/RFPs Form" posted with the RFP Documents at [smharbor.com/bids-rfps](http://smharbor.com/bids-rfps).

**Ultimately, it is the responsibility of the Proposer to check the District's website for any Addenda that may be issued relative to this RFP.**

If you have any issues downloading the RFP documents from the website or would like hard copies mailed to you, please contact the District's Office by email at [jvanhoff@smharbor.com](mailto:jvanhoff@smharbor.com) or by telephone at (650) 583-4400.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**1. PROPOSAL REQUEST**

The San Mateo County Harbor District (District) requests Proposals from qualified Information Technology firms for Information Technology Support Services: to maintain the District's IT and communications infrastructure and network; to set-up and configure new computers/peripherals; to provide required end-user support; to develop a long range strategic plan for its future IT infrastructure, equipment and service needs; and to provide as-needed Cloud Computing Services to transition and augment the District's computing environment in areas such as disaster recovery services and emerging technologies.

The duration of the contract awarded as a result of this RFP is expected to be three years from the date of execution of the agreement.

The District is in the process of composing an RFP for an Enterprise Resource Planning (ERP) system and may need the insight of the selected IT firm to help with this transition.

The District may also seek services such as acquiring, configuring, monitoring and assessing the use of new devices and systems, as well as support to ensure compatibility between all systems and hardware.

**2. PROPOSAL TIME-LINE**

Listed below is the Proposal Timeline that outlines pertinent dates of which Proposers should make themselves aware:

October 30, 2019 at 9:00 a.m.	Prebid Site Visit to Administration office, PPH, and OPM (Optional)
November 5, 2019 at 4:00 p.m.	Written Questions and Requests for Modifications or Clarifications are due
November 12, 2019 at 4:00 p.m.	Response to Questions and Requests for Modifications or Clarifications posted to District website
November 19, 2019 at 4:00 p.m.	Proposals Due
December 3, 2019	Proposer Interviews by Evaluation Committee Members
December 18, 2019 at 6:30 p.m.	Committee to Present Recommendation to Harbor Commission Board

These dates are subject to revision at the District's discretion.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**3. SUBMITTAL OF PROPOSALS**

**A. Requests for Modifications or Clarifications of the Proposal Specifications**

Any requests for modifications or clarifications of the Request for Proposal shall be submitted in writing to the District Office at [jvanhoff@smharbor.com](mailto:jvanhoff@smharbor.com) by November 5, 2019, at 4:00 p.m. Any interpretation, change, or correction of said Request for Proposal will be made by Addenda only, duly issued by the District Office no later than November 12, 2019, at 4:00 p.m. Proposers should check the District's website at <http://www.smharbor.com> and click on Bids/RFPs for any Addenda that may be issued relative to this RFP.

The District intends on notifying Potential Bidders/Proposers of Addenda if the District has been notified by the Bidder/Proposer of such intent. All oral modifications of RFP requirements and conditions are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

**B. Proposal Due Date**

Proposers are requested to submit one (1) original, five (5) hard copies, and one (1) flash drive or thumb drive containing an electronic searchable PDF and word.doc copy of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the Proposal. The electronic version is provided for the District's administrative convenience only.

Proposals shall be submitted in a sealed envelope marked, "**REQUEST FOR PROPOSALS (RFP) 2019-10 - Information Technology Support Services**" and plainly endorsed with Proposer's name and address.

Proposals shall be sent or delivered to the following address:

**Mail To:**

San Mateo County Harbor District  
P.O. Box 1449  
El Granada, CA 94018  
Attention: Deputy Secretary

**Hand Deliver To:**

San Mateo County Harbor District  
504 Ave Alhambra, 2<sup>nd</sup> Floor  
El Granada, CA 94018  
Attention: Deputy Secretary

Proposals must be received no later than **November 19, 2019, at 4:00 p.m. Pacific Time**. Proposals received after the time and date specified will not be considered. The District is not

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

responsible for deliveries delayed for any reason. The time received by the Deputy Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

Each Cost Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal, as specified on the Cost Proposal Form. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve **December 3, 2019** as the tentative day planned for finalist interviews. It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.

**C. Proposal Forms and Sample Documents**

The following documents are included in this Request for Proposals (RFP). Attachments A and C must be completed and submitted with the Proposal.

Attachment A	Cost Proposal Form
Attachment B	Sample Professional Services Agreement
Attachment C	Acknowledgment of Addenda
Attachment D	Scope of Services

**4. DESCRIPTION OF DISTRICT**

The San Mateo County Harbor District was established, in 1933, by a Resolution of the Board of Supervisors, who established the entire area of the County of San Mateo as the District's boundaries.

Pillar Point Harbor (PPH) is a well-protected working harbor known for its active commercial, recreational, and fishing opportunities. One of the hallmarks of the harbor is its direct fishermen-to-public fish sales that not only provides stable prices for fishermen but also a fantastic market and tourism experience for visitors. In 2013, PPH was the sixth highest-earning port and seventh by landings in weight in California. PPH enjoys both an inner and outer breakwater, making it one of the safest harbors in the United States, and hosts 369 berths.

The District took over operation of Oyster Point Marina and Park from the City of South San Francisco in 1977. This recreational marina currently has 408 berths, onshore facilities, and partners with other business/agencies to provide ferryboat service to the East Bay, dining cruises, and marine educational programs.

**SAN MATEO COUNTY HARBOR DISTRICT**

**REQUEST FOR PROPOSALS (RFP) 2019-10**

**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

The District is governed by a five-member Board of Harbor Commissioners who are elected for staggered four-year terms. District revenues are approximately \$12.0 million including operating revenue of \$4.4 million (land and sea/bay rents and fees) and non-operating revenue of \$7.6 million which is primarily from property tax. The District employs approximately 40 full-time staff members. Additional information can be found on the District’s website at [www.smharbor.com](http://www.smharbor.com).

**5. BACKGROUND**

The District operates a mixture of approximately 50 desktop, laptop and tablet computers distributed among the three physical locations: Pillar Point Harbor (“PPH”), Oyster Point Marina/Park (“OPM”) and the Administration office (“Admin”), with the main server being located at Administrative offices in El Granada. The LAN (Local Area Network) operated by the District consists of one physical server (Dell PowerEdge R430, running VMware ESXI 6.5.0 Build 8294253) with two virtual server applications. This serves as the District’s primary server for its three locations. An additional server operates as a terminal server at one of its harbor locations. The servers are listed below, including the purpose of each one:

Server Name	Server Specifications	Purpose of Server
SMCHD-DC	Windows Server 2012 R2 64bit	Domain Controller server
SMCHD-AP	Windows Server 2012 R2 64 bit	Fund Balance Server (Accounting System)
SMCHD-FS	Windows Server 2012 R2 64 bit	File Server
SMCHD-ARC	Windows Server 2008 R2 64 bit	Archiving File Server
SMCHD-OPM-TMP	Windows Server 2008 STN 32bit	TMP Access for Oyster Point Marina
SMCHD-PPH-TMP	Windows Server 2008 STN 32bit	TMP Access for Pillar Point Harbor
FB-RDP	Windows 7 Pro 64bit	FB- Remote access User

Workstations throughout the District are all mostly updated to Microsoft Windows 10, with the exception of those that are required to run the current marina management software and must run Windows 8. All computers are equipped with some version of Microsoft Office. Some equipment is currently inactive and may be held in reserve to serve as “spares” in the event of a malfunctioning workstation. Additionally, the District operates 8 printers, 4 firewalls, and 2 switches.

The District uses Comcast Business for internet service, and the firewalls in all locations are FortiGate 60E. Pillar Point Harbor, Oyster Point Marina, and the Oyster Point Marina Warehouse are connected to the Admin office over a Live tunnel (G2G VPN).

The nature of the services provided will be ongoing, and the company chosen will need to work closely with in-house staff to provide support as needed or instructed. Services could include: ensuring proper implementation of new technology, general management and operation, existing

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

system maintenance and troubleshooting, providing technical support for future systems as well as purchases of equipment, software, and licenses. The District anticipates an agency-wide transition to a new Enterprise Resource Planning system, as well as cloud-based storage and will require recommendations and support throughout the transition including IT process improvement and optimization.

## **6. SCOPE OF SERVICES**

See Attachment D, Scope of Services.

## **7. PROPOSAL CONTENT**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals conform to the following basic format. The successful Proposer is expected to provide services as outlined in this RFP, and Proposer shall prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page limit, clarity and conciseness are essential and will be considered during Proposal evaluation. All proposals have two components, the Technical Proposal and the Cost Proposal. All pricing information shall be submitted separately on the Cost Proposal Form provided. The Technical Proposal will consist of items 7A-F below. The Cost Proposal will consist of item 7G below.

### **A. Cover Letter**

The signed cover letter should be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and email address.

The following information should be provided:

- Introduce the firm and summarize its qualifications.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- A statement that binds the Proposer to the proposed Scope of Services and Cost Proposal for **one hundred and twenty (120) calendar days**.
- Confirm acceptance of or indicate exceptions to the Sample Agreement. See Subsection 11.B.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section 13.

### **B. Approach to Scope of Services**

A demonstration of the Proposer's understanding of the proposed Scope of Services (Attachment D) is required as part of the Proposal. With respect to each task described in the Scope of Services, discuss your approach and methodology for performing the services. Describe how you



**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

would staff each task, the level of effort required for each task, and how your staff would coordinate with and respond to District staff.

**C. Proposer's Qualifications and Experience**

- Proposers must have at least five years of experience providing similar IT Support services to other similarly sized organizations.
- Professional certifications from recognized organizations (e.g., CompTIA – Computing Technology Industry Association, Microsoft, Cisco, etc.)

The following information should be included in the Proposal:

- 1) A brief description of the Proposer's qualifications for the Scope of Services and previous experience on similar or related work performed for local governmental agencies, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and period of time).
- 2) The names of key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
  - a) A description of their qualifications and background, and number of years of experience in performing IT services;
  - b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
  - c) A description of their experience with public agency clients and with special districts, specifically harbor and port district agencies, if any.
- 3) Provide contact information for three references for which the Proposer has provided similar services to those described in these solicitation documents within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed under Section 7.C(2) above.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**D. State the Size, Structure, and Location(s) of Firm**

Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and describe the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.

**E. Financial Stability**

Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

**F. Acknowledgement of Addenda (Attachment C), if applicable**

**G. Cost Proposal**

The Proposer shall submit a cost proposal, attached herewith as Attachment A, based on an hourly payment by a set rate inclusive of all expenses and corresponding information regarding unburdened hourly rate. Additionally, the Proposer shall submit an estimate of hours based on a comparable entity and any anticipated reimbursable expenses.

**8. WITHDRAWAL OF PROPOSAL**

Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the District Office at [jvanhoff@smharbor.com](mailto:jvanhoff@smharbor.com). Making the request by telephone is not acceptable.

**9. SELECTION CRITERIA**

The District intends to award a Contract to the most qualified, responsible firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, oral interviews (if applicable), additional information requested by the District, client references and any other relevant information about a given Proposer. The following criteria will be used by the District's Evaluation Committee in the evaluation of the Proposals:

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**A. Proposal Understanding and Approach to the Scope of Services** **0 - 25 Points**

Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- 1) Knowledge of the services required as it relates to the District's needs; and
- 2) Approach to the Scope of Services.

The Proposer's overall approach to providing services will be assessed for its effectiveness, feasibility, responsiveness to the Scope of Services, and thoroughness.

**B. Proposer's Qualifications and Experience** **0 - 40 Points**

The capabilities of each responding Proposer will be evaluated in these specific areas:

- 1) The Proposer's experience and performance on comparable government engagements;
- 2) Experience and qualifications of staff assigned to the District (identified by name), the quality of such staff, and the proper balance of relevant skills;
- 3) Work performed for recent clients and references; and
- 4) Financial stability of the firm.

**C. Cost Proposal** **0 - 35 Points**

The cost proposal will be evaluated based on hourly rates of staff proposed, reimbursable costs identified, and adequacy of estimated hours to provide IT services.

**10. SELECTION PROCESS**

The District may reject any Proposal in which the approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any or all Proposers regarding their Proposals and may request modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.
- C. Checking references of firm and key personnel.
- D. Checking the firm's financial stability.

Upon completion of the final selection process, the District will rank each firm in accordance with the Selection Criteria above. The District may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firm, or, at its sole discretion, the District may reject all remaining proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right, in its sole discretion, to accept the Proposal it considers most favorable to the District's interest and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

## **11. CONTRACT AWARD**

### **A. Recommendation for Contract Award**

The Evaluation Committee shall make a recommendation to the Board of Harbor Commissioners. If an award of Contract is made, the District Board of Harbor Commissioners reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

### **B. Form of Professional Services Agreement**

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is provided as Attachment B.

If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement, Attachment B.

**C. Time for Execution of Contract**

The Proposer to whom award is made shall execute the Professional Services Agreement with the District within ten (10) calendar days after receiving it for execution. If the Proposer to whom award is made fails to enter into the Contract as provided, the award may be annulled and an award may, at the discretion of the District Board of Commissioners, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Commissioners. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

**D. Manner of Execution of Contract**

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one (1) of them.

If the Proposer is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

**E. Documents Deemed Part of Contract**

The RFP, including all attachments, RFP Addenda, if any, the Consultant's Proposal as accepted by the District, and approved Contract amendments, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the documents listed below, in the following order of precedence:

- 1) Contract Amendments
- 2) Professional Services Agreement
- 3) Addenda (if any) to RFP
- 4) RFP
- 5) Consultant's Proposal, as accepted by the District

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**12. PROTEST PROCEDURES**

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure must be filed in writing with designated District personnel, at [jvanhoff@smharbor.com](mailto:jvanhoff@smharbor.com), at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the Evaluation Committee recommendation for award of the Contract shall be submitted in writing to the Deputy Secretary of the District within forty-eight (48) hours of receipt of notice of Evaluation Committee recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Failure to comply with any of the requirements set forth in the District's written Proposal Protest Procedures may result in rejection of the protest.

**13. CONFLICT OF INTEREST**

By submitting a Proposal, the Proposer represents and warrants that no Commissioner, officer, or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of Harbor Commissioner, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the District, or any Commissioner, officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Sample Professional Services Agreement- Attachment B for additional conflict of interest provisions that will be in effect during the Contract term.

#### **14. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of the proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the District or its Commissioners, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

#### **15. EX PARTE COMMUNICATION**

Proposers and Proposers' representatives may not communicate orally with a Commissioner, officer, employee, or agent of the District, with the exception of the Directors of the District and, Deputy Secretary of the District regarding this RFP until after a Notice to Proceed has been issued

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

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by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a Proposer (or the Proposer's representative) and the District's General Manager, Commissioner, officer, employee or agent, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

**16. WAIVER**

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in this RFP including attachments and addenda; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by this RFP including attachments and addenda.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.



**SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

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**ATTACHMENT A  
COST PROPOSAL FORM**

**SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

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**COST PROPOSAL FORMS**

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Request for Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

**THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, APPLICABLE TAXES, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT. ANY PROPOSED REIMBURSABLE COSTS SHALL BE SEPARATELY IDENTIFIED (E.G. OVERNIGHT DELIVERY, UPCHARGE ON 3<sup>rd</sup> PARTY INVOICES).**

Scope of Services Task	Hourly Rate*	Estimated Hours per Month**	Estimated Total per Month
Category 1			
Category 2			
Category 3			
Estimated Reimbursements			

\*Hourly Rate should include overhead costs as listed above. Time spent traveling to and from District offices and any travel costs associated with such travel is not reimbursable.

\*\*Estimated Hours should be based on comparable size and complexity of similar entity.

**The Cost Proposal Form must be signed on the next pages (page 2 or 3 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all documents submitted with these Cost Proposal Forms.**

**SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

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**DOCUMENTS TO ACCOMPANY COST PROPOSAL:**

*Items 7 A-F of the Proposal Content must accompany the Cost Proposal for a Proposal to be deemed responsive.*

**NAME UNDER WHICH BUSINESS IS CONDUCTED**

**CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT**

Name:

Business Address:

City/State/Zip:

Telephone Number:

Facsimile Number:

Email Address:

**MANDATORY SIGNATURE(S)**

**SOLE OWNER, sign here:** I sign as sole owner of the business named above.

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**PARTNERSHIP, one or more partners sign here:** The undersigned certify that we are partners in the business named above and that we sign this Proposal with full authority to do so.

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**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**CORPORATION OR LLC, sign here\***: The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Entity Name:

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Incorporated under the laws of the State

*\* If the Proposer is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

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**IF JOINT VENTURE, officers of each participating firm sign here:** The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**ATTACHMENT B  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

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**SAMPLE PROFESSIONAL SERVICES AGREEMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**RELATIVE TO**  
**REQUEST FOR PROPOSALS (RFP) NO. 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the SAN MATEO COUNTY HARBOR DISTRICT (hereinafter referred to as "District") and \_\_\_\_\_ (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with Request for Proposals (RFP) No. 2019-10, *Information Technology Support Services*, and

WHEREAS, the District has issued an RFP dated \_\_\_\_\_, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated \_\_\_\_\_, 2019, a copy of which is attached and incorporated as Exhibit B.

WHEREAS, on \_\_\_\_\_, 2019, the District's Board of Harbor Commissioners authorized award of the Agreement to the Consultant.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. RENDITION OF SERVICES**

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**2. SCOPE OF SERVICES**

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**3. TERM**

The Consultant shall commence work upon the District's approval of the Agreement. Unless the Agreement is terminated sooner pursuant to Section 19, the term of this Agreement is for three (3) years. At the District's sole discretion, it may extend the term of this Agreement for up to three additional one-year terms. The District will provide notice of its intention to extend the term at least 60 days before expiration of the base term, or of any option term.

**4. KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

**5. COMPENSATION**

The Consultant agrees to perform Information Technology Support Services as outlined in the Request for Proposals (Exhibit A) and will bill the District at a rate of \$\_\_\_\_\_ per hour. These amounts include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Consultant.

The District will pay the Consultant in accordance with Section 13.

**6. NOTICES**

All communications relating to the day-to-day activities shall be exchanged between the District's Communications Analyst and the Consultant's \_\_\_\_\_.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**District:**

San Mateo County Harbor District  
504 Ave Alhambra, 2<sup>nd</sup> Floor  
P.O. Box 1449  
El Granada, CA 94018  
Attention: Director of Administrative Services

**Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the U.S. Mail as provided above.

**7. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation- patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.



**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**8. CONFIDENTIALITY**

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement (“confidential information”) shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

**9. USE OF SUBCONTRACTORS**

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 7. The Consultant shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

**10. CHANGES**

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**11. RESPONSIBILITY; INDEMNIFICATION**

The Consultant shall indemnify, keep and save harmless the District and its Commissioners, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- (A) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, subcontractors or agents; or
- (B) Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the District in its sole discretion and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

**12. INSURANCE**

**(A) Types of Insurance**

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its subconsultants to procure and maintain, at the Consultant's (or its subconsultant(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

**(1) Commercial General Liability Insurance**

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**(2) Business Automobile Liability**

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

**(3) Workers' Compensation and Employers' Liability Insurance**

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, commissioners, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**(4) Professional Liability Insurance**

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

**(B) General Insurance Requirements**

**(1) Acceptable Insurance**

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

**(2) Procure and Maintain Insurance**

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

**(3) Terms of Policies**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

**(4) Self-Insurance**

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

**(5) Deductibles and Retentions**

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, subcontractor, or any of their officers, commissioners, employees, agents, or suppliers, even if the Consultant or subcontractor is not a named defendant in the lawsuit.

**(C) Evidence of Insurance and Endorsements**

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- (1)** The Consultant will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- (2)** That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- (3)** Such insurance shall include as additional insureds the District, and its respective commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- (4)** The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**(D) Consequence of Lapse**

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**13. MANNER OF PAYMENT**

The Consultant shall submit a billing statement at the end of each month. The billing statement shall outline the services performed during the billing period and the location of those services (i.e. Admin, PPH, or OPM). The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

**14. CONSULTANT'S STATUS**

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Contractor, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

**15. ASSIGNMENT**

The Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

**16. DISTRICT WARRANTIES**

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. DISTRICT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Harbor Commissioners of the District, the General Manager of the District, or such person or persons as he/she shall designate in writing from time to time, shall represent and act for the District.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**18. DISPUTE RESOLUTION**

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

**19. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All Consultant and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subcontractors shall permit the District or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

**20. TERMINATION**

The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**21. NONDISCRIMINATION**

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**22. CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

**23. PUBLICITY**

The Consultant, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**24. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

**25. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a



**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**26. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**27. NO THIRD-PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**28. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

**29. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**30. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**SAN MATEO COUNTY HARBOR DISTRICT**

By: \_\_\_\_\_  
Title: General Manager

Date: \_\_\_\_\_

**NAME OF COMPANY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

*\*If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.*

**SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**ATTACHMENT C  
ACKNOWLEDGEMENT OF ADDENDA**

**SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

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**SAN MATEO COUNTY HARBOR DISTRICT**

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**SAN MATEO COUNTY HARBOR DISTRICT  
REQUEST FOR PROPOSALS (RFP) 2019-10  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**ATTACHMENT D  
SCOPE OF SERVICES**

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

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**SCOPE OF SERVICES**

**INTENT**

The District currently does NOT have an IT Department and is currently using an outside Consultant service to provide maintenance and support on an as-needed basis for its user community. The District intends to continue with this third-party IT support service model.

Therefore the San Mateo County Harbor District (“District”) is requesting proposals from qualified, professional technology Consultants for Information Technology Support Services: to maintain the District’s IT and communications infrastructure and network, to set-up and configure new computers/peripherals, to provide required end-user support, and to develop a long range strategic plan for its future IT infrastructure, including transitioning to an Enterprise Resource Planning (ERP) system and implementing cloud computing, as well as equipment and service needs.

The term of this agreement will be three (3) years. The District may, at its sole discretion, extend the agreement for three additional one-year terms.

**BACKGROUND**

**Servers, Software, Peripherals**

The District operates a mixture of approximately 50 desktop, laptop and tablet computers distributed among the three physical locations: Pillar Point Harbor (“PPH”), Oyster Point Marina/Park (“OPM”) and the Administration office (“Admin”), with the main server being located at Admin in El Granada. The LAN (Local Area Network) operated by the District consists of one physical server (Dell PowerEdge R430, running VMware ESXI 6.5.0 Build 8294253) with two virtual server applications. This serves as the District’s primary server for its three locations. An additional server operates as a terminal server at one of its harbor locations. The servers are listed below, including the purpose of each one:

Server Name	Server Specifications	Purpose of Server
SMCHD-DC	Windows Server 2012 R2 64bit	Domain Controller server
SMCHD-AP	Windows Server 2012 R2 64 bit	Fund Balance Server (Accounting Software)
SMCHD-FS	Windows Server 2012 R2 64 bit	File Server
SMCHD-ARC	Windows Server 2008 R2 64 bit	Archiving File Server
SMCHD-OPM-TMP	Windows Server 2008 STN 32bit	TMP Access for Oyster Point Marina
SMCHD-PPH-TMP	Windows Server 2008 STN 32bit	TMP Access for Pillar Point Harbor
FB-RDP	Windows 7 Pro 64bit	FB- Remote access User

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

Workstations throughout the District are all mostly updated to Microsoft Windows 10, with the exception of those that are required to run the current marina management software and must run Windows 8. All computers are equipped with some version of Microsoft Office. Some equipment is currently inactive and may be held in reserve to serve as “spares” in the event of a malfunctioning workstation. Additionally, the District operates 8 printers, 4 firewalls, and 2 switches.

The District uses Comcast Business for internet service, and the firewalls in all locations are FortiGate 60E. Pillar Point Harbor, Oyster Point Marina, and the Oyster Point Marina Warehouse are connected to the Admin office over a Live tunnel (G2G VPN).

The nature of the services provided will be ongoing, and the company chosen will need to work closely with in-house staff to provide support as needed or instructed. Services could include: ensuring proper implementation of new technology, general management and operation, existing system maintenance and troubleshooting, providing technical support for future systems as well as purchases of equipment, software, and licenses. The District anticipates an agency-wide transition to a new ERP system, as well as cloud-based storage and will require recommendations and support throughout the transition including IT process improvement and optimization.

The District has an active website: [www.smharbor.com](http://www.smharbor.com).

**ISPs by Location**

- PPH – Coastside.net wireless
- OPM – Comcast Business Cable
- OPM Warehouse – Comcast Business Cable
- Admin – Comcast Business Cable

**WiFi-Enabled Locations**

- Public Access
- Administration Office
- PPH Offices
- OPM Offices

**Phone Service/Cell Phones/Communication Devices**

- Approximately 15 VOIP phones at Admin
  - Vendor is 8x8
- Approximately 10 landline phones between OPM and PPH (the two harbors)
  - Vendor is AT&T
- Numerous cell phones
  - Predominantly Apple, some android

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**Outside Vendors**

The third party software and hardware vendors that connect to the Internet via the District's network serve its operations and accounting needs: electronic security gate and bathroom access at the harbor locations; harbor berth and lessee accounting software, administration software (Microsoft Office, payroll, accounting, and potentially HR software).

**SCOPE OF WORK**

The primary scope of work is to provide on demand support, routine preventative maintenance service and recommendations for improving existing systems and providing technical support for future designs and purchases of equipment, software, and licenses agreements in coordination with and directed by the District. Consultant will provide general professional services on an as-needed/as-instructed basis primarily during normal business hours: 8:00 a.m. to 6:00 p.m. Monday through Friday, either remotely or on-site. However, the District requests that the vendor be available 24 hours a day 7 days a week, including holidays to support PPH and OPM operations. Scope of work to be performed by Consultant will be coordinated and managed by designated District personnel.

**Overview of Services To Be Provided**

The qualified vendor would provide necessary technical services, which would enable District to:

- Protect, secure and maintain its technology infrastructure, software, hardware, equipment and facilities.
- Ensure the efficient operation of its networks and related computer and communication systems in its defined user community.
- Enhance its quality of service for departments defined in the enclosed schedules.
- Minimize the spending and maximize the return on investment in technology.

The ideal Consultant will resolve computer systems and network issues in accordance with standard and acceptable Best Practices for maintenance and support benchmarks. The successful Consultant will be expected to have a Help Ticket system and a Help Desk; to organize Help Desk service calls efficiently, either remotely or onsite, and to ensure that there is no significant computer downtime during normal working hours, generally 8:00 a.m. to 6:00 p.m., Monday through Friday. The Consultant is expected to report on status of technology issues and communicate effectively with District departments. The Consultant will also describe the hours of operation for the Help Desk and what happens outside the hours of operation in the event of a major system crash or other urgent need.



**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

**Initial Assessment**

In coordination with designated District personnel, review the inventory, assess the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by March 1, 2020 and each January 1<sup>st</sup> as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

**Services Required**

The following types of services will be required of the Consultant, and are subject to change at the discretion of the District: Desktop application support, server and workstation administrative services, network administration services, email, security and backup efforts, planning, and on-demand response, with the assumption that confidentiality will be extended in all services performed. Each type of service is outlined below and designated with Categories to correspond with rates and fees.

The successful Consultant shall perform the following:

**Desktop Application Support**

Perform basic support functions as needed/requested, including the installation of PC's, laptops, tablets, printers, peripherals, and software.

Diagnose and correct desktop applications issues.

Configure all computers for standard applications.

Identify and correct end user hardware problems and perform advanced troubleshooting.

**Server and Workstation Administrative Services**

Manage computer network and associated hardware, software, communications and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the system.

Monitor server performance and capacity management services.

Ensure scheduled preventive maintenance for equipment is promptly performed.

Develop back-up plans and procedural documentation.

Configuration management, including changes, upgrades, patches, etc.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

Support of software products relating to servers and workstations.

Timely response to repair and maintenance work for the user.

**Network Administration Services**

Maintain and support network equipment, including switches, firewalls, routers and other security devices.

Install and maintain printers, scanners, network devices and other computer peripherals.

Analyze routine configuration changes and install software patches and upgrades as well as minor cabling if needed.

Complete proactive monitoring of network equipment including alert notifications to designated District personnel in the event of device failure.

Monitor and manage network performance and capacity management services, and network troubleshooting.

Maintain network documentation and procedures.

**Email**

Manage the District's email system and ensure domain names are maintained properly.

Add, delete and/or change employee email accounts as needed by the District; ensure that each email account is working efficiently and effectively free of uninterrupted errors; and ensure that each individual email account can maintain ample server space.

**Security and Backup Efforts**

Ensure that all servers, desktops and laptops are protected by antivirus software and that adequate firewalls are in place to prevent unwanted intrusion into the District's computer network system.

Systems shall be designed to notify designated District personnel when system securities are breached and or when system hardware is not operating efficiently.

Perform security audits as requested and notify designated District personnel immediately of suspected breach of security or intrusion detection.

Establish and maintain a backup system to prevent loss of data and functionality as well as reduce downtime.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

Configure the District's system to enable remote access in a secure environment and provide remote access administration as requested by the District.

**Planning**

Assist with planning and designing major system enhancements, including installations and upgrades of new and existing systems (examples include storage system upgrades, redesign of backup systems, etc.).

Provide technical leadership for server technology issues.

Make recommendations for future purchases of hardware, software and technology needs.

Install new servers, software and hardware and transfer data when acquired.

Engage in strategic planning, design and installation/upgrade of core network systems as required by changing District capacity and storage needs.

**On Demand Response**

Offer on-demand response to the District's IT requests.

Maintain availability during the District's normal business hours.

Perform maintenance service after hours, on weekends, and in situations which would least likely disrupt daily operations (specific times and dates shall be coordinated with designated District personnel).

**Confidentiality**

Confidentiality of computer information and data is vital. The selected Consultant and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law.

**Not Included**

The contract to be awarded does not obligate the District to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract. The scope also does not include computer equipment and networks not owned by the District.

**SPECIFIC DUTIES AND SERVICES:**

**Category 1: Support Services and Ongoing Maintenance and Repair**

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

In Category 1 services, the Consultant will provide general day-to-day information technology support services and ongoing maintenance and repair of existing network and systems.

The District is looking for a responsive maintenance and support program to accommodate departmental computer system activities and user equipment performance. The District expects the vendor proposal to define, in detail, the approach to be used in the below categories. For each of the Category 1 items, the Proposal should describe its process for performing the services, response time, primary team member to be assigned listing team member credentials, performance metrics and monthly/periodic reporting available to District.

**Category 1 services include but may not be limited to, the following:**

- Help Ticketing/Help Desk.
- Desktops – hardware, software, virus software, security.
- Software – assist with technical issues.
- PC Hardware – install replacements, upgrades.
- Printers – local and network.
- Personnel movement – technical equipment (not furniture).
- Provide quotes for equipment, desktop software using state contracts.
- Active Directory password control.
- Active Directory maintenance.
- Email maintenance.
- User account maintenance.
- Server maintenance – routine cleanup and monitoring.
- Operating System patching.
- SQL Server Data Base – routine cleanup, monitoring, virus software, security.
- Establish a Management Console.
- Maintain backup programs and scripts; provide documentation for backups.
- Restore files and folders from back-ups (as required).
- System security and firewalls.
- Network controls and switches.
- UPS devices.
- Coordination, liaison with third party software/hardware vendors (Currently ALX, ADP, Fund Balance, The Marina Program, AT&T, VOIP-8x8, Comcast, Konica) to ensure ongoing connectivity and user access. The exact vendors are subject to change and the Consultant will assist in the District's transition.
- Following is further detail regarding the District's expectations with regard to Category 1 services.

**Desktop Application Support**

## **SAN MATEO COUNTY HARBOR DISTRICT**

### **REQUEST FOR PROPOSALS (RFP) 2019-10**

#### **INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

- Performance of basic support functions as needed/requested, including the installation of PC's, laptops, tablets, mobile devices, printers, peripherals, and software.
- Diagnosis and correction of desktop applications issues.
- Configuration of all devices for standard applications.
- Identification and correction of end user hardware problems and performance of advanced troubleshooting.
- Maintenance of an updated inventory of all related computer hardware, to make available to District personnel upon request and implementation of Help Desk procedures under policy constraints of the successful vendor.

#### **Server and Workstation Administrative Services**

- Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for the quality, performance, security, availability, reliability, and recoverability of the systems.
- Scheduling of preventive maintenance for equipment in the areas of coverage and ensure that it is properly and promptly performed.
- Monitor server performance and capacity management services.
- Develop back-up plans and procedural documentation.
- The Consultant shall be responsible for configuration management, including changes, upgrades, patches, etc.; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.
- Maintenance of records for all Help Desk Tickets for both on-site visits and telephone/remote support and facilitating access to Help Desk Tickets by District designated staff.
- Configuration management, including changes, upgrades, patches, etc.; management and documentation of network and user logins and passwords and security documentation.

#### **Network Administration Services**

- Maintenance and support of network equipment, including installation and maintenance of network software, switches, firewalls, routers, and other security devices.
- Installation and maintenance of printers, scanners, network devices, etc.
- Analysis, routine configuration changes, installation of patches and upgrades and minor cabling if needed.
- Alert notifications in case of equipment failure.
- Proactive monitoring of network equipment, including performance indicators to report on threshold limitations.

## **SAN MATEO COUNTY HARBOR DISTRICT**

### **REQUEST FOR PROPOSALS (RFP) 2019-10**

#### **INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

- Network performance and capacity management services.
- Continuous troubleshooting required.
- Maintenance of network documentation for daily, weekly, and monthly services required.

#### **Email and Security Efforts**

- Maintenance of District email accounts using District domain, including adding, changing, and/or deleting District employee accounts as requested.
- Maintenance of virus detection programs on District servers and user computers and laptops.
- Performance of periodic security audits, including notification of suspected breaches of security to designated District personnel are required.
- Configuration of District systems to enable remote access in a secure environment with provisions for remote access administration as requested by designated District personnel.

#### **Backup Services**

- Maintenance of District Backup systems.
- Recommendations for redundant backup programs, should they be indicated.
- Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of stored files and programs.
- Identification and implementation of a program to restore systems and data if servers and/or computers go down.

#### **Planning**

- Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems.
- Recommendations for future purchasing and technology needs, when requested or necessary, including identification and implementation of a cloud-based, remote-access file-sharing system such as Microsoft SharePoint.

#### **Installation and Software Implementation Services**

- Installation of new equipment, software, and transfer existing data when acquired, will be needed.
- Coordination of implementation of a cloud-based, remote-access file-sharing system such as Microsoft SharePoint.
- Upgrades to existing systems, other than regular repair or maintenance.
- Changing or moving email or web services to new vendors or new services.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 2019-10**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

---

- Clean up or installation of network wiring.
- Evaluation and recommended network management software, except as part of IT Strategic Plan.
- Implementing new disaster recovery and emergency operations related activity.
- Professional input and assistance with the RFP process and implementation for an ERP system.
- Transitioning efforts to an as-needed cloud computing services.

**Category 2: Inventory, Assessment, and Strategic Forecasting Plan**

District is seeking to also have Consultant develop a longer-range IT strategic forecasting plan as to future IT hardware and software needs to maintain its systems on an ongoing basis. The District will utilize this plan in determining what to allocate on an expenditure basis in its future budget processes. The Plan should also include a review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by March 1, 2020 and renewed each January 1<sup>st</sup> thereafter to allow for necessary budget planning for the upcoming year.

**Category 3: Additional Services**

Following are services that are not to be included in the Category 1 services, but which the District is interested in Proposers submitting a response in their proposal. Any services in this category will be performed only if authorized separately by the District and will be documented in a work order executed by both parties. Compensation will be on a time and materials basis, at the hourly rates specified in Proposers proposal.

**Category 3 services include but may not be limited to, the following:**

- Software training for non-District owned applications.
- Audio/Visual activity outside the scope of normal business operations (normal business operations to include video conferencing and remote access dial-in conference calling services such as GoTo Webinar and Skype).
- Website design or management using Streamline web design software.
- Assistance with gathering records for the purposes of fulfilling compliance with any California Public Records Act requests.
- Leased equipment.
- Any other activity (list) that is not part of normal monthly operational uses or needs.