



Responses to Vendors' Inquiries to "Request for Proposal to Provide Information Technology Support Services," 2023-002 issued February 23, 2023

March 20, 2023

RESPONSES TO VENDORS' INQUIRIES:

1. Compared to past IT vendors, what has worked well and what has not met your expectations?

This is not a question directly related to the RFP and is out of scope

2. Have you ever had a cybersecurity breach – if so, what is your major concern?

No

3. What are your formal compliance requirements?

Requirements are stated in the RFP

4. Have you experienced any downtime, poor performance or other issues with past IT vendors? Did you find the root cause or understand the situation?

This is not a question directly related to the RFP and is out of scope

5. How many support tickets do you receive in any given month?

Varies, typically between 1-15 support tickets per month

6. How frequently do you require onsite support?

As needed

7. Do you prefer to have each employee submit their own ticket or do you have a main point of contact for submitting concerns?

Depends on the situation, but most of the time employees submit their own ticket

8. Do you have one or more staff members that are 'tech savvy' (what we call smart hands) that enjoy assisting onsite needs to help defray budget concerns?

Yes, we have several staff members that can help onsite

9. What is your preferred budget range?

Please submit a quote, per the guidelines of RFP

10. Do you have any Macs in your environment that you would like to have supported?

No

11. Will SRCAA provide its own Antivirus solution, or are they looking for the chosen vendor to provide the solution?

Chosen vendor to provide Antivirus solution

12. Does SRCAA have a SIEM in place?

No

13. What backup system/software is SRCAA using?

Currently, SRCAA is using Barracuda for emails and Shadow Protect for full image backups and cloud replications for our file server

14. Are you independently logging network traffic from switches, routers, and firewalls?

We are logging network traffic only via our SNMP vendor

15. Will the awarded vendor be responsible for the maintenance and support of the Linux servers?

The two Linux VMs presently in use include a ZVMWare management VM and the SNMP vendor's collector. The awarded vendor would be responsible for these Linux VMs. There are also three Windows servers that the awarded vendor would be responsible for the maintaining and supporting.

16. How many Linux servers?

2 Linux VMs are presently in use, including a ZVMWare management VM and the SNMP vendor's collector.

17. What are the Linux server roles?

The Linux VMs are used to manage the physical hardware of the server and the virtual servers and for the management and monitoring of network-connected devices.

18. Are the Linux servers supporting the SCADS database referenced in Section III - Scope of Services?

There are no Linux servers supporting the SCADS database.

19. Is the SCADS database on a host maintained by the awarded vendor?

No, the awarded vendor will not be responsible for the SCADS database

20. Will the awarded vendor be responsible for the maintenance and support of the custom-built Caspio database?

No, the awarded vendor will not be responsible for the Caspio database

21. Is a time and materials estimate acceptable or is SRCAA looking for a fixed fee agreement for consulting, maintenance, and reactive support?

A time and materials estimate is not acceptable. We are looking for a Fixed Fee proposal.

22. Do you have standard terms and conditions or a sample contract that can be provided for review?

Yes – contained on following pages

Sample Contract

THIS CONTRACT is made and entered into in duplicate this *{insert date}* by and between the SPOKANE REGIONAL CLEAN AIR AGENCY, a Washington municipal corporation, hereinafter referred to as “SRCAA” and *{insert awarded vendor name}*, hereinafter referred to as “CONSULTANT”.

SRCAA desires to have tasks performed as set forth below requiring specialized skills; and

The CONSULTANT represents that the CONSULTANT is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Contract.

In consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. Scope of Work

{As negotiated}

2. Term

2.1. The term shall begin when this Contract is fully executed (signed), and shall be 12 months in duration unless terminated in accordance to the provisions herein.

2.2. At the end of the 11th month of this Contract both parties will have 30 days to renegotiate terms and rates. If none are submitted the terms will be extended for an additional 12 months for a maximum term of 24 months.

3. Compensation and Method of Payment

{As negotiated}

4. Other Provisions

{As negotiated}

5. Independent CONSULTANT Relationship

5.1. The parties intend that an INDEPENDENT CONSULTANT relationship will be created by this Contract. No agent, employee, servant or representative of the CONSULTANT shall be deemed to be an employee, agent, servant or representative of the SRCAA for any purpose, and the employees of the CONSULTANT are not entitled to any of the benefits the SRCAA provides for its employees. The CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives during the performance of this Contract.

5.2. The performance of the services herein performed by the CONSULTANT is as an Independent CONSULTANT with the authority to control and direct the details of the work, however, the results of the work performed herein must meet the approval of SRCAA and shall be subject to SRCAA general rights of inspection and review to secure the satisfactory completion thereof.

5.3. During the term of this agreement and for one (1) year subsequent thereto, neither party shall, without the other party's prior written approval, knowingly solicit for employment any employee or agent of the other party. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either party from employing any employee who contacts such party without direct or indirect solicitation or encouragement from such party.

6. Hold Harmless/Indemnification

6.1. CONSULTANT shall defend, indemnify and hold SRCAA, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Contract, except for injuries and damages caused by the sole negligence of SRCAA.

6.2. No liability shall attach to SRCAA by reason of entering into this Contract except as expressly provided herein.

6.3. Unless otherwise provided in a related addendum, (a) each party's maximum liability to the other party with respect to the transactions under this agreement, regardless of the form of action, shall be limited to an amount equal to the fees actually paid by SRCAA under this agreement, and (b) neither party shall be liable to the other party for incidental or consequential damages, including the loss of revenue or profits, regardless of whether either party was advised of the possibility of such losses in advance. CONSULTANT expressly disclaims all warranties, express or implied, including without limitation, warranties of title, merchantability and fitness for a particular purpose.

7. Compliance with Laws

7.1. The CONSULTANT, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

7.2. The CONSULTANT must return a W-9 form.

8. Nondiscrimination

8.1. SRCAA is an equal opportunity employer.

8.2. Nondiscrimination in Employment. In the performance of this Contract, the CONSULTANT will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, marital status, age, veteran's status, the presence of any sensory, mental or physical disability or any other status protected by law. Provided that, the prohibition against discrimination in the employment because of disability shall not apply if the particular disability cannot be reasonably accommodated without undue hardship as provided by law. The CONSULTANT shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, religion, national origin, sex, marital status, veteran's status, age, the presence of any sensory, mental or physical disability or any other status protected by law. Such action shall include, but not be limited to: recruitment or recruitment advertising, hiring, employment, upgrading, demotion or transfers, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONSULTANT shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

8.3. Nondiscrimination in Services. The CONSULTANT will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, religion, national origin, sex, sexual orientation marital status, veteran's status, age, the presence of any sensory, mental or physical disability or any other status protected by law.

9. Assignment/subcontracting

The CONSULTANT shall not assign its performance under this Contract or any portion of this Contract.

10. Changes

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Contract.

11. Maintenance and Inspection of Records

11.1. The CONSULTANT shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or audit, by SRCAA, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

11.2. The CONSULTANT shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The CONSULTANT agrees that SRCAA or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

12. Other Provisions

If changes in state law necessitate that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after seven (7) days of negotiation, agreement as to the amendment cannot be reached, this Contract may be terminated by SRCAA no sooner than seven (7) days thereafter.

13. Termination

Termination for Cause. If, in the sole discretion of SRCAA, the CONSULTANT fails to perform in the manner called for in this Contract,

or if the CONSULTANT fails to comply with any other provisions of the Contract and fails to correct such noncompliance within five (5) days written notice thereof, SRCAA may terminate this Contract for cause. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid for services performed in accordance with the manner of performance set forth in this Contract and approved by SRCAA.

14. Notice

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

15. Attorney's Fees and Costs

If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the substantially prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

16. Jurisdiction and Venue

16.1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

16.2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Spokane County, Washington.

17. Severability

17.1. If, for any reason, any part, term or provision of this Contract is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

17.2. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

18. Entire Contract

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of the Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract. This Contract supersedes all previous Contracts between SRCAA and CONSULTANT.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

SRCAA:
Spokane Regional Clean Air Agency
1610 S. Technology Blvd, Suite 101
Spokane, WA 99224

CONSULTANT:
{Insert name and address}
