

REQUEST FOR PROPOSALS INFORMATION TECHNOLOGY MANAGED SERVICES

Overview

Minnehaha Creek Watershed District (MCWD, District) seeks proposals for a vendor to provide Information Technology (IT) managed services to MCWD over a period of two years beginning March 2023 and ending February 2025. Following the initial term, there is a possibility to renew the contract for an additional two year term.

Organization Overview

The Minnehaha Creek Watershed District is a local unit of government responsible for managing water resources within the 178 square miles, from Victoria, Medina to Minneapolis. MCWD is charged with protecting all waters that drain and flow over Minnehaha Falls and into the Mississippi River, which includes Six Mile Creek, Painter Creek, Lake Minnetonka, the Minneapolis chain of lakes, and Minnehaha Creek. Over the past 50 years, the MCWD has collected and maintained extensive water and natural resource data which have supported implementation of over 70 capital projects resulting in the conservation and restoration of over 700 acres of land. MCWD employs a dedicated professional staff of 25 who specialize in natural resource planning, project development, land conservation, land use policy, water quality monitoring, permitting, and outreach.

MCWD does not employ a dedicated IT professional and relies on a managed service provider to manage and maintain the District's IT infrastructure and network. The District is currently undergoing a comprehensive IT systems update to align and streamline workflows throughout the organization. The District seeks to eliminate technology silos in order to capture, store, analyze and visualize data from the varied workflows across the organization. At its core, this comprehensive update aims to leverage data from all corners of the District – deriving actionable insights, informing the work and decision making of MCWD. The implementation of connected technology solutions positions the District to pursue its goal of being a data-driven organization.

Systems Overview

The District currently has the following systems and hardware:

Servers/Storage:

2 HP DL380 Gen 10 hosts (configured for High Availability on vSphere 6.7)

- 10GB HBA and Dual 14 Core CPUs with 192GB RAM

HP MSA 2050 SAN

- 10.2TB capacity (approximately 5TB currently utilized)

Synology NAS (Veeam local backup repository)

- 8 bays, currently utilized with (4) 6TB WD Gold Enterprise-class SATAHDD

Devices:

35 (approximately) user laptops/desktops

- Most workstations are HP, running Windows 10

10 iPads

- through Verizon Wireless (not managed through current MSP contract)

3 printers

- 1 additional copier/printer under lease through a maintenance agreement with an outside vendor

Networking:

SonicWall NSA 2650 firewall

- VPN access through SonicWall Global VPN Client (GVC)

2 Aruba 2540F 10G switches (purchased in 2019)

- Serve as switches for server farm

3 Cisco SG250 POE switches

- Owned and managed through separate vendor contract with TDS
- Connected to user workstations and phones (phones owned and managed through contract with TDS)

1 Ubiquiti USW-24 POE switch

- Serves as switch for wireless network

5 Ubiquiti UniFi UAP-AC-PRO access points and Ubiquiti UniFi Cloud Key G2 monitoring appliance

- Maintains guest and secure wireless connections

Comcast internet

- 300 mbs download/25 mbs upload

Systems:

VMWare 6.7

Windows Server 2012 R2

- 2 legacy VMs, which will be retired in 2023
 - 1 domain controller, replicated to a VM running Windows Server 2016
 - 1 running legacy permitting database, to be retired in 2023

Windows Server 2016

- 10 VMs running Windows Server 2016, including:
 - SQL Server 2017
 - Enterprise geodatabase (GIS)
 - KISTERS WISKI database and API
 - Laserfiche database
 - ElementsXS database
 - Laserfishe
 - FTP Server
 - Veeam
 - NAS on-site as local repository, backup to Cloud Connect partner OffsiteDataSync
 - ERSI ArcGIS Enterprise
 - Novotox ElementsXS
 - Domain controller
 - File server
 - Application server
 - Aurora Keyscan
 - Sage 50

ESET Endpoint Antivirus (provided by current IT MSP)

Service Requirements

The District is seeking full service IT managed service provider. This should include:

- **Systems monitoring and emergency response**
 - 24/7 monitoring of servers and critical network infrastructure

- Remote and/or on-site response to critical server or infrastructure failures
- **System security**
 - Incident management
 - Vulnerability scanning and security policy guidance including password protection
 - Spam filtering, phishing protection
 - Antivirus software
 - Spyware/malware monitoring, removal and cleaning
 - Manage service packs and security patches
- **System administration**
 - User administration
 - Firewall administration
 - Server administration
 - Network administration
 - Backup administration
 - Microsoft 365 administration
- **Equipment management, maintenance and replacement**
 - Procure, install, service, maintain and repair infrastructure and workstations
 - Develop replacement program for all infrastructure, components and workstations
 - Track replacement and provide replacement recommendations within 24 months of equipment end-of-life
 - Assist with the development of centralized software licensing and maintenance tracking
- **End-User support**
 - Provide ticketing and remote help desk support for end-users
 - Provide on-site support on a scheduled and/or as needed basis
- **Reporting and documentation**
 - Thorough system and hardware configuration documentation
 - Maintain records of system changes
 - Monthly reports of server, network, and workstation update/patch status and performance
 - Monthly report summarizing all tickets including log of issues, communications, response and resolution
- **Transparency and communication**
 - Monthly meetings with MCWD point of contact to review tickets and flag broader IT issues and trends, review monthly report, and project status updates
 - Quarterly meetings with MCWD leadership to discuss ticket response time and resolutions, and long range IT planning
- **Long-term planning**
 - Consultation and support for near and long-term planning including replacement program to keep systems operating at a high performance level
- **Coordination**
 - Coordination with 3rd-party vendors for updates, repairs, and server access

In addition the IT managed services provider may be asked to provide services and consultation on special projects.

Submittal Requirements

Proposals shall be submitted electronically to admin@minnehahacreek.org by 4:00 p.m. on Friday February 3, 2023. Proposals should respond to the following:

1. Qualifications and Experience:

Provide a company profile, including

- Background/history
- Number of staff and clients
- Office locations and hours of operations
- General industry experience
- Specific experience working with government entities, specific to the rules and regulations surrounding government agencies (i.e. Data Practices Act, records retention requirements, etc.)

Provide an overview of qualifications for staff expected to support the District, including

- Job title and duties
- Relevant experience
- Certifications

Provide a list of references, with names and contact information,

- A minimum of 3 references are required, with government agency references preferred

2. Service Delivery:

Provide a description of ticketing and helpdesk process for both routine requests and after-hours/emergency requests, including

- System used
- Request process
- Escalation process
- Support hours
- Response times

Describe the approach and strategies for;

- Evaluating the District's infrastructure, network and policies and recommending changes to align with industry best practices
- Securing District data
- Ensuring stable and secure systems and infrastructure, and the systems used to monitor and report

Describe the proposed approach towards system and infrastructure documentation and how records of change will be maintained and shared with the District

3. Transparency and Communication:

Describe the proposed approach for gaining a better understanding of the organizational vision and mission, as well as the IT strategy of the District, and describe how that knowledge will be leveraged to better serve MCWD

Describe the proposed approach for communicating and reporting to the District, including

- Helpdesk requests and resolutions
- Overall health and operation of systems

- Recommended work, replacements, and updates
- Long-term needs, upgrades, and replacements
- Planned/scheduled down times
- Special project plans and status updates

4. Schedule of Fees and Expenses:

Provide a schedule of fees associated with the proposed contract for services, including,

- Costs for transition/migration of services
- Ongoing monthly fees and services that are included
- Hourly rates for services for special projects, outside the services provided through the monthly fee

Contractual Agreement

Enclosed with this RFP is the form of contract that Consultant and MCWD will execute. The MCWD may agree to non-substantive document revisions, but Consultant’s proposal should be based on the contract form. The proposal should identify any terms of the form of contract that are unacceptable. The MCWD will negotiate a term where it can preserve the substantive intent of the term, but reserves the right to reject a proposal that is conditioned on a material alteration of the contract form.

Review Criteria

Proposals will be reviewed based on the following criteria:

1. Service Delivery
2. Transparency and Communication
3. Qualifications and Experience
4. Schedule of Fees and Expenses

Interviews

MCWD may ask qualified respondents to complete an oral interview to facilitate discussion and to allow firms to expand to on their written responses.

Timeline

<i>All dates are tentative except proposal due date</i>	
Action	Date
Request for Proposals Released	January 13, 2023
Proposals Due	February 3, 2023 by 4:00pm
Staff Review	February 6 to 10, 2023
Interviews (if needed)	February 13 and 14, 2023
Staff recommends selected IT MSP vendor to MCWD Board of Managers Approval	February 23, 2023
Contract developed and executed	February 24 to 28, 2021

Questions should be sent to Alex Steele at: asteele@minnehahacreek.org, 952-641-4581.

The District will handle submittals in accordance with §13.591, subdivision 3(b), of the Minnesota Data Practices Act.

Professional Services Agreement
Minnehaha Creek Watershed District and _____

Managed Information Technology Services

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and _____, a _____ (“Provider”). In consideration of the terms set forth herein, intending to be legally bound, MCWD and Provider agree as follows:

1. Scope of Services

Provider will perform the work described in the Scope of Services attached as Exhibit A (the “Services”). Exhibit A is incorporated into this agreement and its terms and schedules are binding on the parties as a term hereof. In the event of conflict or inconsistency between terms in Exhibit A and this agreement, the terms of this agreement will prevail. MCWD, at its discretion, may at any time suspend work or amend the Scope of Services to delete any task or portion thereof by written notice to Provider. Authorized work by Provider on a task deleted or modified by MCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

Provider is an independent contractor under this agreement. Provider will select the means, method and manner of performing the Services. Nothing herein contained is intended or should be construed to constitute Provider as the agent, representative or employee of MCWD in any manner. Personnel performing the Services on behalf of Provider are not considered employees of MCWD and are not entitled to compensation, rights or benefits of any kind from MCWD.

3. Subcontract and Assignment

Provider will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without written MCWD approval and on terms stated in the approval.

4. Duty of Care; Indemnification

Provider represents that it possesses the personnel, expertise, qualifications, capability and resources to perform the Services under the agreement. Provider will perform the Services in accordance with national standards of professional care for the information technology managed-services industry. Provider will hold harmless and indemnify MCWD, its board members and employees from all actions, costs (including reasonable attorney fees), damages and liabilities of any nature to the degree they are the result of Provider’s professional negligence. Provider will hold harmless, defend and indemnify MCWD, its board members and employees from all actions, costs, damages and liabilities of any nature to the degree they are the result of Provider’s negligent or willful action or Provider’s breach of a term of this agreement other than the duty of professional due care.

Any property or materials supplied to Provider by MCWD or deriving from MCWD are supplied to and accepted by Provider as without MCWD representation or warranty including but not

limited to a warranty of fitness, merchantability, accuracy or completeness. However, Provider's duty of professional due care does not extend to materials provided to Provider by MCWD or any specific task of the Services that is inaccurate or incomplete as the result of Provider's reasonable reliance on such materials, or to actions taken by Provider at the direction of MCWD that Provider has advised MCWD against in advance in writing or that are contrary to a recommendation by Provider made in writing, received by MCWD prior to the action being taken.

Provider makes no representation or warranty, oral or written, express or implied, with respect to the subject matter of this agreement or in connection with this agreement, except as explicitly stated in this agreement. Provider specifically disclaims all implied warranties or conditions of merchantability and warranties of fitness for a particular purpose. MCWD acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of MCWD's network or data or uninterrupted operation of MCWD's information technology systems provided or maintained by Provider.

Provider's duty of care under this agreement does not extend to any party other than MCWD, its board members and employees.

Provider will not be liable for indirect, special, incidental or unforeseeable consequential damages arising from the Services, including but not limited to loss of profits or revenue.

MCWD will indemnify, defend and hold harmless Provider, its governors, officers and employees from all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by MCWD that is the basis for MCWD's liability in law or equity. Notwithstanding the foregoing or any other term of this agreement, MCWD waives no immunity in tort and this agreement creates no right in, and waives no immunity, defense or liability limit, with respect to Provider or any third party.

5. Compensation

MCWD will compensate Provider for Services rendered monthly in accordance with Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 35 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the MCWD administrator.

The total monthly payment for the Services will not exceed \$____. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

Provider will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. Provider agrees that any authorized MCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until _____, unless earlier terminated as set forth herein.

MCWD may terminate this agreement on 30 days' written. Provider will receive full compensation for all authorized work performed under this agreement, except that Provider will not be compensated for any part performance of a specified task if termination is due to Provider's breach of this agreement. On termination of this agreement, the parties will cooperate to transition the MWCD network to the new managed service provider, if any. MWCD will compensate Provider for necessary services on an hourly basis at the rate specified in Exhibit A.

Either party may terminate this agreement for breach after written notice to the other party and the expiration of thirty (30) days to cure the breach. Provider may suspend services to MCWD for failure to make timely payment, until payment is current.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; document retention obligations; and the obligation to cooperate in the assignment of intellectual property will survive the termination of this agreement.

7. Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

8. Insurance

At all times during the term of this agreement, Provider will have and keep in force the following insurance coverages:

- A. Commercial general liability (CGL): \$1.5 million each occurrence and aggregate, covering ongoing operations on an occurrence basis.
- B. Professional liability covering errors and omissions: \$1.5 million each claim and aggregate; coverage may be on a claims-made basis, in which case Provider must maintain the policy for two years following the termination of this agreement.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to Provider.

Provider may meet CGL and automobile liability limits above \$1 million by means of umbrella or excess coverage that follows form. Provider will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD as an additional insured for CGL and any associated umbrella or excess policy, along with a copy of the additional insured endorsement establishing coverage for Provider's ongoing operations as primary coverage, on a primary and noncontributory basis. The certificate will name MCWD as a

holder and will state that MCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as Provider.

9. Compliance With Laws

Provider will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, Provider will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Materials; Intellectual Property

All materials obtained or generated by Provider in performing the Services specific to MCWD, including documents in hard and electronic copy, software, and all other forms in which the materials are contained, documented or memorialized, are the property of MCWD. Provider hereby assigns and transfers to MCWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. Provider agrees to execute all papers and to perform such other proper acts as MCWD may deem necessary to secure for MCWD or its assignee the rights herein assigned. MCWD may immediately inspect, copy or take possession of any materials on written request to Provider. On termination of the agreement, Provider may maintain a copy of some or all of the materials except for any materials designated by MCWD as confidential or non-public under applicable law, a copy of which may be maintained by Provider only pursuant to written agreement with MCWD specifying terms.

11. Data Practices; Confidentiality

If Provider receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) Provider possesses or has created as a result of this agreement, it will inform MCWD immediately and transmit a copy of the request. If the request is addressed to MCWD, Provider will not provide any information or documents, but will direct the inquiry to MCWD. If the request is addressed to Provider, Provider will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with MCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes Provider' obligations under this agreement with respect to protection of MCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that Provider is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

Provider agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by MCWD and so denominated by MCWD, and all materials designated as not public under the Minnesota Data Practices Act. Provider will not use any such materials for any purpose other than performance of the Services without MCWD written consent. This restriction does not apply to materials (i) already possessed by Provider, or (ii) that Provider received on a non-confidential basis from MCWD or another party, or (iii) arising out of materials that Provider already developed from third-party or public sources unrelated to MCWD's proprietary materials.

12. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To MCWD:

Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345
952-471-0590

To Provider:

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

13. Miscellaneous

The entire agreement between the parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. MCWD may amend this agreement only by action of the Board of Managers acting as a body.

Neither party will incur liability to the other party for loss or damage resulting from delay or failure to perform all or any part of this agreement to the extent the delay or failure has a cause beyond the reasonable control of the party excused from performance. Such a cause includes, without limitation, an act of God, strike, lockout, riot, act of war, failure of the internet or the MCWD network caused by a third party, earthquake, fire or explosion, or lack of timely shipment from third-party vendor not caused by Provider negligence.

There are no third-party beneficiaries under this agreement.

During the term of the agreement and for twelve (12) months thereafter, MCWD will not directly or indirectly solicit an employee of Provider to become an MCWD employee or independent contractor.

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in the Hennepin County district court.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

By _____
[type name/title]

Date: _____

Approved as to Form and Execution

MCWD Attorney

Minnehaha Creek Watershed District

By _____
Administrator

Date: _____