

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 2025 and ending February 2027. 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 up to 29 who specialize in natural resource planning, project development, land conservation, land use policy, water quality monitoring, permitting, and outreach.

MCWD does not have a dedicated IT professional on staff and instead relies on a managed service provider to manage and maintain the District's IT infrastructure and network. Currently, the District is undertaking a comprehensive update of its IT systems to better align and streamline workflows across the organization. This initiative aims to eliminate technology silos, enabling the seamless capture, storage, analysis, and visualization of data from various organizational workflows. At its core, the update is designed to harness data from all areas of the District to generate actionable insights that support informed decision-making and operational efficiency. By implementing integrated technology solutions, the District is positioning itself to achieve its vision of becoming a data-driven organization.

As part of this update, the District plans to identify and implement new platforms for project resource management, stakeholder relationship management, and financial software. These efforts will be directed by external IT firms operating under separate contracts. The IT managed services provider will play a key role in supporting this process by collaborating with the selected software vendors to configure server infrastructure and ensure seamless network access.

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
- Installed in 2020, Replacement planned for 2025-2027

HP MSA 2050 SAN

- 10.2TB capacity (approximately 5TB currently utilized)
- Installed 2020, replacement planned for 2025-2027

Synology NAS (Veeam local backup repository)

- 8 bays, currently utilized with (4) 6TB WD Gold Enterprise-class SATAHDD
- Installed 2020, replacement planned for 2025-2027

Devices:

35 (approximately) user laptops/desktops

- Most workstations are HP, running Windows 10 and a few on Windows 11

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)
- Installed 2021, replacement planned for 2026

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

- Serve as switches for server farm
- Installed 2020, replacement planned for 2026

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
- Installed 2021, replacement planned for 2026

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

- Maintains guest and secure wireless connections
- Installed 2021, replacement planned for 2026

Comcast fiber internet

- 200 mbs download/200 mbs upload

Systems:

VMWare 6.7

Windows Server 2012 R2

- 1 VM running legacy permitting database, isolated for external traffic in 2024

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
 - Laserfiche
 - 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 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 (including on-site setup of workstations with computers, monitors, docking stations and necessary accessories)
 - 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 officeadministrator@minnehahacreek.org by 4:00 p.m. on Friday January 17, 2025. 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	December 20, 2024
Proposals Due	January 17, 2025 by 4:00pm
Staff Review	January 21 to 24, 2025

Interviews (if needed)	January 29 and 30, 2025
Staff recommends selected IT MSP vendor to MCWD Board of Managers Approval	February 13, 2025
Contract developed and executed	February 14 to 28, 2025

Questions should be sent to Tessa Vacek at: tvacek@minnehahacreek.org, 952-641-4503.

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

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**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
[CONSULTANT]**

[Project Title]

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 [CONSULTANT], a Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, MCWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the [DATE] Scope of Services attached as Exhibit A (the Services). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. MCWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT 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

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

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and pursuant to any conditions included in that consent. MCWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with national standards of professional care. CONSULTANT will hold harmless and indemnify MCWD, its board members, employees and agents, from any and all actions, costs (including reasonable attorney fees), damages and liabilities of any nature arising from CONSULTANT's or a subconsultant's lack of professional due care, and will defend, hold harmless, and indemnify MCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from CONSULTANT's or a subconsultant's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CONSULTANT to MCWD, other than the duty of professional due care. For any claim subject to this paragraph by an employee of CONSULTANT or

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a subconsultant, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or the subconsultant under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

MCWD will compensate CONSULTANT for the Services on [an hourly OR a lump-sum] basis and reimburse for direct costs 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 30 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. Subconsultant fees and direct costs, as incurred by CONSULTANT, will be reimbursed by MCWD at the rate specified in MCWD's written approval of the subcontract

[The total payment for each task will not exceed the amount specified for that task in Exhibit A.] The total 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.

CONSULTANT 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. CONSULTANT 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 [DATE] unless earlier terminated as set forth herein.

MCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; duty to cooperate in assignment of intellectual property; and document-retention requirements will survive the completion of the Services and the term of this agreement.

7. No 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

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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.

Notwithstanding any other term of this agreement, MCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Insurance

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

- A. General: \$1.5 million, each occurrence and aggregate, covering CONSULTANT's ongoing operations on an occurrence basis.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be CONSULTANT's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- 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 CONSULTANT.

General and automobile liability limits above \$1 million may be met by means of a follow form excess or umbrella policy. CONSULTANT 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 general liability, and any associated excess or umbrella policy, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's ongoing operations as primary coverage on a 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 CONSULTANT.

9. Compliance With Laws

CONSULTANT 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, CONSULTANT 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.

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10. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized (together, here and in sections 11 and 12, the "Materials"), are the property of MCWD. CONSULTANT 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. CONSULTANT 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 CONSULTANT. On termination of the agreement, CONSULTANT 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 CONSULTANT only pursuant to written agreement with MCWD specifying terms.

11. Data Practices; Confidentiality

If CONSULTANT 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) CONSULTANT 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, CONSULTANT will not provide any information or documents, but will direct the inquiry to MCWD. If the request is addressed to CONSULTANT, CONSULTANT 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 CONSULTANT's 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 CONSULTANT 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.

CONSULTANT 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. CONSULTANT 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 already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from MCWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the Materials and may publish or use the Materials in its professional activities. Any CONSULTANT duty of care under this agreement does not extend to any party other than MCWD or to any use of the Materials by MCWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

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12. MCWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by MCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, and Materials, will remain the property of MCWD and returned to MCWD at the conclusion of the performance of the Services, or sooner if requested by MCWD. CONSULTANT further agrees that any proprietary Materials are the exclusive property of MCWD and will assert no right, title or interest in the Materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary Materials to any other person or entity unless specifically authorized in writing by MCWD.

Any property including but not limited to Materials supplied to CONSULTANT by MCWD or deriving from MCWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to Materials provided to CONSULTANT by MCWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reasonable reliance on those Materials.

13. 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

To CONSULTANT:

[Authorized Representative
Organization
Address]

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

14. Choice of Law; Venue

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

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any

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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.

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

CONSULTANT

By _____
Its _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its _____

Date: _____

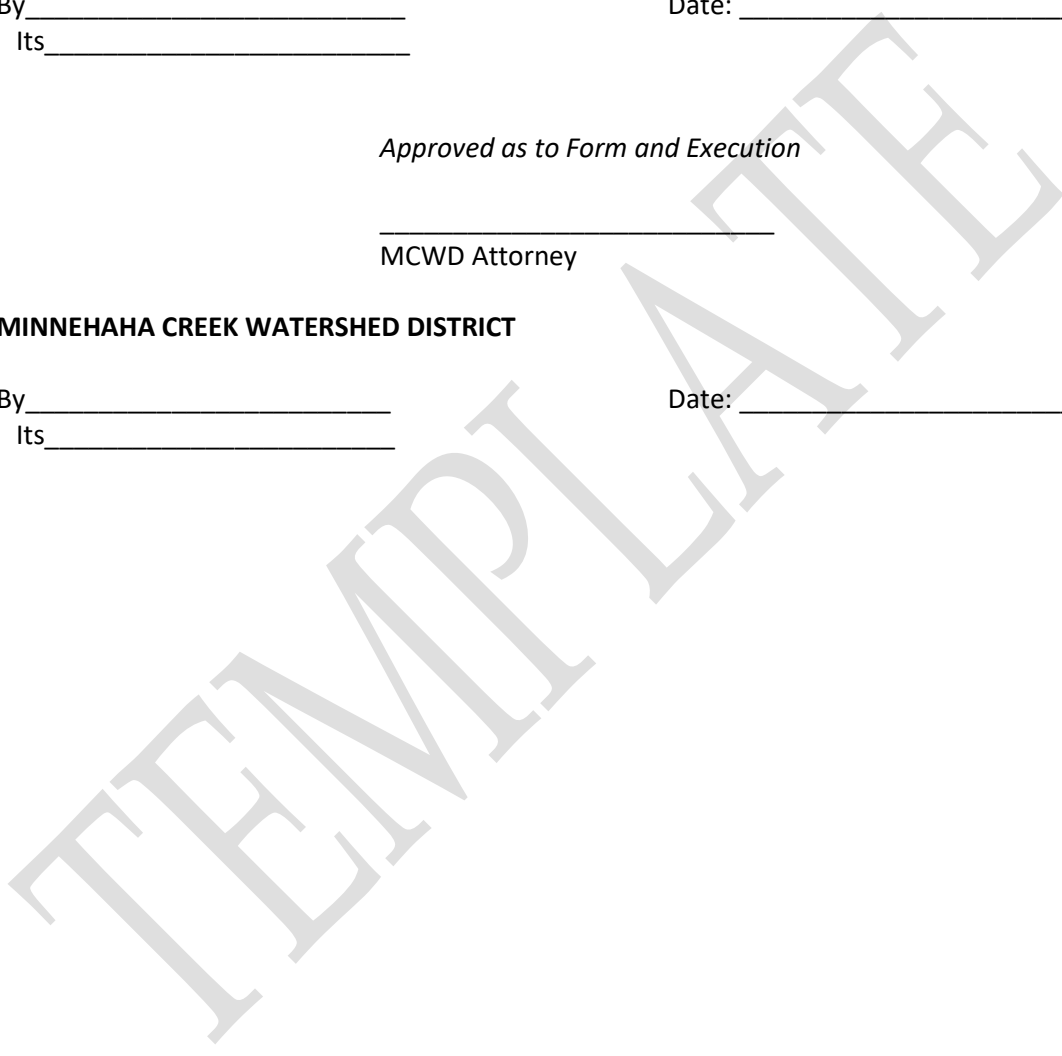


Exhibit A
Scope of Services

TEMPLATE