

WEST PLAINS/AIRPORT AREA Public Development Authority

dba



REQUEST FOR PROPOSALS **Information Technology Services**

RELEASE DATE: November 17, 2021

DUE DATE: December 2, 2021, at 3:00 PM PT

INTRODUCTION

The West Plains Airport Area Public Development Authority (dba S3R3 Solutions, hereafter S3R3) in Spokane Washington invites proposals from qualified firms to provide information technology services to effectively maintain established IT infrastructure systems and provide ongoing IT support. The ideal firm will have experience providing IT support to local government organizations.

The deadline for submittal of proposals is December 2, 2021, at 3:00 PM, Pacific Time.

One electronic copy emailed or on a USB of the proposal must be emailed or hand delivered to the RFP Delivery address listed below no later than the deadline. Proposals must be clearly labeled "Information Technology Services." Proposals delivered after the posted deadline will not be considered for selection.

RFP Delivery Address (please confirmed someone is at the office prior to delivery):

West Plains Public Development Authority (dba S3R3 Solutions)
Re: Information Technology Services
7106 W Will D Alton Lane Suite 103A
Spokane, WA 99224

Email: sueann@s3r3solutions.com

Phone: (509) 381-4152

BACKGROUND

S3R3 is an established quasi-governmental entity formed to promote economic development in the West Plains Airport Area. We require support for the following:

- Three office stations
- Three remote locations
- One conference room
- Computer stations will include Surface Pro or desktops
- The office is interconnected via CAT 6 cables
- Internet service is provided by Ptera
- One wireless laser printer
- One wireless large format printer
- Conference room display

Software used by S3R3 includes, but not limited to:

- Microsoft Word
- Microsoft Excel
- Microsoft TEAMS
- PowerPoint
- Outlook
- Gmail
- Adobe Acrobat as well as other Adobe programs
- Chrome
- Zoom

S3R3 desires to have a system maintained that:

- Has a managed firewall (include firewall software name and description)
- Networks offices together
- Easy for Board Members to access specific information remotely (currently using Sharepoint)
- Files accessible remotely by staff of three
- Files backed up daily
- Responsive helpdesk
- MS patching
- Antivirus (include antivirus software name and description)
- Password security tool (include name and description)
- System to maintain compliance with Records Retention requirements
- Simple to use online meeting capability with desktop sharing and video conferencing
- Highly reliable

SCOPE OF SERVICES

S3R3 invites proposals from qualified firms to provide information technology services to maintain the office network and provide ongoing support. The staff of S3R3 is generally satisfied with the current system but do recognize that current computers need upgrading and may be included. The ideal firm will have experience providing IT support to local government organizations. S3R3 anticipates these services will be needed for multiple years and anticipates signing an agreement for one (1) year with the option to extend two (2) additional years.

The selected firm will provide general professional services on an as-needed basis primarily during normal business hours: M-F 8:00 a.m. to 5:00 p.m.

Please note that this description of the scope of services is intended to provide a general overview of the essential information technology issues confronting S3R3 and is not intended to be exhaustive.

PROPOSAL REQUIREMENTS

Proposals shall be a maximum of five (5) single-sided pages and include the following information:

1. Cover letter summarizing the proposal and the firm's qualifications as they relate to the scope of work.
2. Brief description of your approach to providing these services and your methodology for providing ongoing support.
3. Provide a description of ongoing IT support and proposed fees to include a breakdown of monthly plans and cost associated.
4. Description of three projects completed in the previous five years that demonstrate the respondent's experience in troubleshooting and delivering comprehensive IT solutions for municipalities or similar private sector organizations. Include names and contact information for the point(s) of contact for each project.

All costs for developing proposals in response to this RFP are the obligation of the consultant and are not chargeable to S3R3.

CONTRACT

Upon selection of a consultant, S3R3 intends to enter into an agreement using its standard Consulting Services Agreement, which shall be used to secure these services. See **Attachment A** for a sample contract. The sample contract strictly uses S3R3 Solutions or S3R3 as the contractor name.

DISCRETION AND LIABILITY WAIVER

S3R3 Solutions reserves the right to reject all proposals or to request and obtain supplementary information as may be necessary for the staff to analyze the proposals pursuant to the consultant selection criteria listed above.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

CONTACTS

All communication concerning this RFP should be directed as listed below. Any oral communications will be considered unofficial and non-binding on S3R3.

Sueann Herkel
7106 W Will D Alton Lane, Suite 103A
Spokane, WA 99224
Phone: 509-381-4152
Email: sueann@s3r3solutions.com

SAMPLE PROFESSIONAL SERVICES CONTRACT
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY
AGREEMENT FOR SERVICES

Consultant: SAMPLE

This Agreement is entered into by and between the West Plains Airport Area Public Development Authority (dba S3R3 Solutions), Spokane Washington, a municipal corporation, hereinafter referred to as S3R3, and _____, hereinafter referred to as the "Consultant."

WHEREAS, S3R3 desires to have certain services to support economic development within S3R3 and Spokane region; and

WHEREAS, S3R3 has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed monthly.

S3R3 shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit " _ " "

 A sum not to exceed \$ _____

 Other (describe): _____

The Consultant shall provide Taxpayer Identification Number, prior to or along with the first invoice submittal. shall pay the Consultant for services rendered within thirty days of invoice.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period of one year commencing upon execution and the Parties shall have the right to extend the Agreement for two additional (1) one-year terms, unless sooner terminated under the provisions of the Agreement.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to S3R3, shall be the property of S3R3 whether the project for which they were created is executed or not.
5. **Independent Contractor.** The Consultant and S3R3 agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** Consultant shall defend, indemnify and hold S3R3, its officers, officials, employees and volunteers 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 Agreement, except for injuries and damages caused by the sole negligence of S3R3. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and S3R3, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance,

Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that S3R3 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

- A.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B.** Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and S3R3, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. S3R3 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for S3R3.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to S3R3.

Verification of Coverage

Consultant shall furnish S3R3 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by S3R3 to ensure proper accounting of all funds contributed by S3R3 to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by S3R3.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by S3R3 during the performance of this Agreement.

10. Termination.

- A. S3R3 reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to S3R3.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.
- E. This provision shall not prevent S3R3 from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of S3R3.

13. **Conflict of Interest.** S3R3 insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with S3R3. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with S3R3. Consultant will not disclose any information obtained through the course of their work for S3R3 to any third party, without written consent of S3R3. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not S3R3's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding S3R3 obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, S3R3 will so notify the Consultant and shall not be obligated to make payments for

services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to S3R3 in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the West Plains Airport Area PDA shall be sent to the following address:

West Plains Airport Area Public Development Authority
 7106 W Will D Alton Lane, Suite 103A
 Spokane, WA 99224
 Phone number: (509) 381-4152
 Email: sueann@s3r3solutions.com

Notices to the Consultant shall be sent to the following address:

Company Name:
Contact Name:
Street Address:
City, State Zip:
Phone Number:
Email:

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Spokane business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with S3R3.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon S3R3 and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

West Plains Airport Area Public Development Authority DBA S3R3 Solutions	Consultant:
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date: