



REQUEST FOR PROPOSAL
TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES

City of Burlingame
Burlingame Police Department
Request for Proposal
Issued May 14th, 2019
Proposals are due 4:00 p.m., June 7th, 2019

Submit Completed Application To:
City of Burlingame
Burlingame Police Department
Attn: Captain Robert Boll
1111 Trousdale Dr.
Burlingame, CA 94010

RFP Contact: Captain Robert Boll
Phone: 650-777-4177
boll@burlingamepolice.org

City of Burlingame
Request for Proposals – IT Support Services

The City of Burlingame (City) is seeking proposals from qualified vendors to provide Information Technology Services (IT) for the Burlingame Police Department. The qualified vendor will maintain and improve information technology (IT) effectiveness, enhance its quality of service, minimize downtime and support costs, ensure security of data, and maximize return on investment in IT. Services and proposal requirements are as detailed in this Request for Proposal (RFP).

Proposals must be submitted to the Burlingame Police Department, Attention: Captain Robert Boll, Burlingame Police Department, 1111 Trousdale Drive, Burlingame, CA 94010 by 4:00 p.m., Friday June 7th, 2019.

1. Background

The Burlingame Police Department has approximately 62 full-time employees, and 15 part-time staff. Below is an approximate breakdown of system information. The City of Burlingame has contracted with Redwood City to provide staffing for its shared information technology services for over 20 years. Redwood City Staff will continue to provide “best effort” limited infrastructure support to the Police Department’s technologies hosted in the City Hall data center. In addition, users of the City’s IT infrastructure work collaboratively across all departments to select, implement, monitor and modify cost-efficient IT systems and processes.

<u>System Count</u>	<u>Qty</u>	<u>Make</u>	<u>Operating Systems</u>
Desktop Systems	40	Dell	MS Windows 7,10 / RIMS
Servers	36	HP/Dell	Windows/Linux/HP-UX/Ubuntu
Printers	20	HP / Ricoh	
Mobile Data Computers	15	Data 911	MS Windows 7,10 / RIMS

The Police Department also has a VOIP phone system, uses a VPN for remote server access, has Mikrotik routers for firewall and external access and uses Metaflows to provide Internet Security.

2. Scope of Work

The Burlingame Police Department requires a fully outsourced IT management provider to provide proactive maintenance, support and other related functions. The following details are the minimum services to be provided to the Burlingame Police Department in the area of Information Technology Services:

a. Initial Assessment

With the assistance of police department staff, compile an inventory of all information technology related assets, assess system assets, and make recommendations for improved Police Department wide IT system performance.

b. Desktop Application Support

Perform basic support functions including installations of PC’s, laptops, tablets, telephone setup, printers and software installation, installation, and upgrades. Diagnose and correct desktop

application problems; configure laptops, tablets, cell phones and desktops for standard applications. Identify and correct hardware problems, performing advance troubleshooting. Must have intimate knowledge of the Sunridge RIMS applications, including Computer Aided Dispatch, Records Management System, Property, Citizen RIMS, Mapping and Mobile Data.

Assist designated personnel with hardware and software purchases as needed. Assist with warranty and other technical support.

c. Server Administration Services

Manage computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Monitor server performance back up schedule and capacity management services. Ensure scheduled preventive maintenance and back up for equipment is promptly performed; develop back-up and disaster recovery plans and procedural documentation for archive backup. Confidentiality of the information is vital. The selected vendor 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. All vendor employees with access to the Police Department network will be required to undergo fingerprint background checks at the vendor's expense, and will be expected to maintain CJIS security standards at all times. All vendor employees will be expected to have received proper training for all tasks prior to assignment under the City's agreement, also at vendor's expense.

d. Network Administrative Services

Scope of activity includes all Police network equipment including switches, firewalls, routers, collaboration with VoIP phone system vendor, and other security devices. Manage backup and disaster recovery systems. The scope also includes primary installation and maintenance of printers, network copiers/ scanners, group policy, software updates, etc. as deem necessary. Monitor network performance and capacity management services. Maintain city- wide network diagram.

e. Security

Maintenance of virus/ malware detection and spam reduction programs on Police Department servers, email and all other Police Department computers, laptops, and tablets. Perform security audits as requested and notify City personnel immediately of suspected breaches of security.

f. Strategic Planning

Provide technical leadership for all technology issues. Make recommendations for future purchasing and technology needs. Keep City up to date on new technology changes and uses that will enable the City to increase efficiency and reduce costs. Install equipment including new servers, software, and hardware and transfer data when required. Assist with policy formulation and application.

g. Help Desk Support

End user support must be timely, friendly, and professional. Urgent and emergent support must be available 24/7/365. As the Police Department is a 24x7 operation, it is essential that routine

Technology support is provided 24 hours a day, 7 days a week. Contractor should expect to receive several requests daily by employees and on evenings and weekends.

h. End User Training

Provide training for various technology as needed. This would normally be for common software or hardware used in a business setting or new equipment installed. This can be at the request of the Police Department or when a need is identified by the vendor.

i. Onsight or Remote Support

Provide regular scheduled and dedicated onsite or remote support at least (40) hours each week or provide a recommendation of needed onsite support hours; to address city-wide and/or departmental hardware and software issues. Additional onsite support may be needed for special or major projects.

j. Public Records

Provide assistance in public records key word searches through active and archived e-mail and network files of current and former employees. Preserve original metadata of e-mails and network files while saving contents to electronic files. Vendor must be knowledgeable in California State Public Record Laws.

k. Computer Inventory

Vendor must provide biannual hardware inventory reporting and proper and legal electronic disposal of surplus electronic equipment.

3. Project Schedule and Vendor Selection

Schedule for vendor Selection

Last Day for Written Questions.....	May 22 nd , 2019
Proposals Due	May 29 th , 2019, until 5:00 p.m.
Interview.....	June 3 rd , 2019 to June 5 th , 2019 (If necessary)
Select Vendor.....	June 7 th , 2019
Negotiate Contract.....	June 10 th to June 12 th , 2019
Award of IT Contract.....	June 14 th , 2019

The dates shown above are tentative.

Questions

Questions may be submitted electronically to: Robert Boll at boll@burlingamepolice.org

4. Submittal Requirements

The following information shall be required in the RFP submittal:

- Letter of Transmittal, to include:
 - Company name, address and telephone number of the vendor submitting the proposal.
 - Copy of W-9.
 - Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - Provide a statement which includes the language “proposal and cost schedule shall be valid and binding for one hundred and eighty (180) days following the proposal due date and will become part of the contract that is negotiated with the City.”

- General Vendor Information to Include:
 - Length of time in the business.
 - Total number of clients and total number of public sector clients.
 - Number of full-time and number of specifically assigned for customer support. Identify names and major certifications of key personnel who will actually provide the information technology services. Summarize the experience and the technical expertise of these staff. The local availability of the staff providing these services will be an important consideration.

- Describe your approach to providing these services and your methodology for providing ongoing support.
- Provide the name, title, address, and the contact information of three (3) references of clients for whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length of time you have provided services to this client,
- Support Services – Please answer the following:
 - Is help desk support available?
 - When is support available? (Indicate xx a.m. to xx p.m. and the days of the week)
 - How are charges for support structures documented and tracked?
 - Describe your problem escalation process, including:
 - Initial problem identification.
 - Determination of priority and severity of problem.
 - Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory.
 - Indicate your response time goals and your statistics regarding meeting that goal.
 - With the understanding that the Police Department operates on a 24/7, 365 days per year schedule, what would your availability be in the event of any technology issues requiring immediate attention during any non-routine business hours?

- Beyond the scope of the RFP, what services (related or otherwise) does your organization provide that could benefit and/or may be of interest to the City?
- Cost of Services:
 - The proposal must include a fee schedule that indicates either hourly or flat rates or a monthly rate for the proposed services.
 - Describe how your services are priced, and any specific pricing you are able to provide.
 - Define any additional charges (e.g. travel expenses).
 - Define any tiers of service and costs associated with those tiers.
- Proposal Submittal
 - Submit one (1) hard copy proposal and one (1) digital copy to:

City of Burlingame
Burlingame Police Department
Attn: Captain Robert Boll
1111 Trousdale Dr.
Burlingame, CA 94010
Phone: 650-777-4177
Fax: 650-692-8130
boll@burlingamepolice.org

5. Evaluation and Criteria Process

Staff will make a recommendation to the City Council for their review and award of the contract. Staff will evaluate and rate each submittal based upon the following criteria:

Evaluation Table	% of Points
Experience and personnel experience	20%
Understanding of the Department’s needs and services to be provided	20%
Compatibility with end users and Department staff needs	10%
Satisfaction of clients / end users	10%
Availability	10%
Cost	30%

6. Contract Agreement

The Contractor shall state in the proposal his or her willingness to accept the terms and conditions in the Contract Agreement for Contract Services. A sample agreement is provided in Attachment A of this RFP. This is the City’s standard agreement and the consultant shall list any items which cannot be met and the alternative suggested wording if necessary, to ensure proper agreement terms.

a. Insurance Requirements

The selected Consultant shall be required to furnish and maintain, at a minimum, all of the insurance requirements outlined in Attachment B.

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b. Business License

Before a contract pursuant to this RFP is signed, the vendor must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Burlingame Business License. The City may require any or all vendors to submit evidence of proper licensure.

7. Award or Rejection of Proposal

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any cost incurred in preparation and submission of proposal or in anticipation of a contract. The City reserves the right to:

- Negotiate and/or reject any or all parts of the proposal;
- Remedy technical errors in the RFP process;
- Issue subsequent Request for Proposals;
- Postpone award of contract for its own convenience;
- Enter into an agreement with another proposer in the event vendor defaults or fails to execute an agreement with the City.

Once the contract has been awarded, vendor has fifteen (15) working days to produce a signed contract, and all required insurance and endorsements.

For questions and additional information about this Request for Proposal, please call 650-777-4177.

Sincerely,
Robert Boll, Captain

Enclosed: Exhibit A - Sample Professional Service Agreement
 Exhibit B - Insurance Requirements

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BURLINGAME
AND _____**

THIS AGREEMENT is by and between _____ (“Consultant”) and the City of Burlingame, a public body of the State of California (“City”). Consultant and City agree:

1. **Services.** City wishes to obtain the services of Consultant to _____ (brief description of project). Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for \$_____, including all materials and other reimbursable amounts (“Maximum Compensation”). Consultant shall submit invoices [on a monthly basis][at the following project milestones: _____]. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. **Term.** This Agreement commences on full execution hereof and terminates on _____ unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the City, shall be requested in writing to the City’s Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of City. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the City.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit B, "City Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance and original endorsements to City. Except in the case of professional design/errors and omissions insurance, the City shall be named as a primary insured.

6. **Indemnification.** Consultant shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees,

agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. **Termination and Abandonment.** This Agreement may be cancelled at any time by City for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that City may condition payment of such compensation upon Consultant's delivery to City of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant's cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of City. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all City property in Consultant's control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the City. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter

arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and the City Manager, and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier (“Courier”), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine’s acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.** Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.

Capitalized terms refer to the definition provide with its first usage in the Agreement.

When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.

The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.

Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

IN WITNESS WHEREOF, Consultant and City execute this Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

CONSULTANT
Name _____
Address _____

By: _____
Lisa Goldman
City Manager

By: _____
Name _____
Title _____

Date: _____

Date: _____

Attest: _____
Meaghan Hassel-Shearer
City Clerk

Federal Employer ID Number: _____
License Number: _____
Expiration Date: _____

Approved as to form:

Kathleen Kane
City Attorney

Attachments:
Exhibit A Scope of Services
Exhibit B City Insurance Provisions

EXHIBIT B INSURANCE REQUIREMENTS

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the City, the insurance specified herein.

1. **Insurance Requirements.** Coverage shall be at least as broad as follows, and the City is to be endorsed as additional insured as described below up to the maximum limit of coverage if it is greater than the minimums specified here.
 - Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000
 - Commercial General Liability Insurance: \$1,000,000 (Minimum), \$2,000,000 Aggregate
 - Automobile Liability Insurance-including owned, non-owned and hired vehicles: \$1,000,000 per occurrence
 - Where applicable, professional Errors and Omissions coverage: \$1,000,000

2. **Workers' Compensation.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided as required by the California Labor Code.

3. **Commercial General and Automobile Liability.** Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.
 - a. A policy endorsement must be delivered to City demonstrating that City, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.
 - b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
 - c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
 - d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - e. Insurance is to be placed with California-admitted insurers with current, unrestricted licenses and no negative financial ratings.

4. **Deductibles and Self-Insured Retentions.** Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of City. During the period covered by this Agreement, upon express written authorization of City Attorney, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Attorney may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
5. **Notice of Reduction in Coverage.** In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.
6. **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
 - c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.