

## **Request for Qualifications #2023-07**

# Security Focused Information Technology Support And Consulting Services

Proposals due by Friday, June 30, 2023 At 10:00am City Hall 300 Municipal Drive Madeira Beach, FL 33708

#### **CONTACT:**

Robin I. Gomez, City Manager Phone: (727)580-8014

City of Madeira Beach RFQ 23-0

Email: rgomez@madeirabeachfl.gov

#### REQUEST FOR PROPOSAL / INTRODUCTION

This Request for Proposals (RFP) is for The City of Madeira Beach to receive responses from qualified firms/companies capable of providing a full complement of security focused information technology support and consulting services.

Qualified firms must have a minimum of five (5) years of public sector experience and a minimum of two years of law enforcement agency support experience.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email <u>no later than 10:00 am, Friday, June 30, 2023, contact below:</u>

City of Madeira Beach
Attn: Robin I. Gomez
Re: Security Focused IT Support and Consulting Services

300 Municipal Drive Madeira Beach, FL 33708

or rgomez@madeirabeachfl.gov

**NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

#### INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses, and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

**Subcontractors:** Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

#### **ASSURANCES**

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

#### **DEVIATIONS FROM SPECIFICATIONS**

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

#### NO COLLUSION

By offering a submission to this request, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

#### **TERMINATION**

The resulting contract may be canceled by the City when:

- a. 30-days for cause
- b. 90-days without cause

#### SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal.
- e. The respondent submits documentation and an explanation of how the error was made.

#### TAXES, FEES, CODES, LICENSING

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

#### **PUBLIC RECORDS**

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.
  - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
  - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) If the Contractor Has Questions Regarding the Application of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach, Attn: City Clerk Madeira Beach, FL 33708 727-391-9951, Ext. 231 or cvanblargan@madeirabeachfl.gov

#### **PART A**

**ADDENDA:** Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the City of Madeira Beach's City Manager's Office. Addenda will be posted and available through the City notification methods shown above.

**SUBMISSION:** Firms responding must submit one (1) electronic copy (USB-PDF format) and five (5) copies. Proposals must be received on or before the Due Date and Time (local time) listed in the below RFQ Submittal Date and Time at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to rgomez@madeirabeachfl.gov. Proposals must be clearly marked "Security Focused Information Technology Support and Consulting Services,"

**LATE PROPOSALS:** Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

**PROPOSAL OPENINGS:** All Proposals submitted before the Due Date and Time shall be publicly opened by the City Manager at the City Hall Building, located at 300 Municipal Dr. Madeira Beach, FL on the day and time indicated..

**SCHEDULE:** A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY		DATE	
Advertisement for Proposal & RFQ Issued		Friday, June 9, 10 am	
Questions Due		Wed, June 21, 2 pm	
RFQ Submittal Date and Time		Fri, June 30, no later than 2:00 pm	
Evaluation Committee Review		Thu, July 6 – Fri, July 7, time TBD	
Selection/Recommendation to Commission for	or	Wed, July 26, 6:00 pm	
review			
Commission to award contract		Wed, Aug 9, 6:00 pm	

<sup>\*</sup>Tentative and subject to change

#### **MEETING LOCATIONS:**

- City Hall located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the City Manager via email at rgomez@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

**QUESTIONS:** Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

#### EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Qualifications and the ability to execute the services. The top firms <u>may</u> be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the city considers most qualified. The successful Firm(s) will be requested to enter negotiations to produce a contract for this assignment. The City reserves the right to negotiate modifications to Statements of Qualifications that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1-5 scale, with 1 being the lowest score possible and 5 being the highest score. Criteria will also be weighted based upon each individual reviewer's determination of level of importance. Criteria will be weighted on a 1-10 scale, with 1 being not as important and 10 being the most important criteria.

#### Selection Criteria are as follows:

- Qualifications, staffing, reputation
- Understanding of the scope of services/work
- Demonstrated ability to meet requirements
- Experience and expertise
- Client/end user satisfaction
- Quality Assurance Control Program/Policy
- Location of Firm/proximity and response time

#### PART B:

#### **PURPOSE:**

Identify and select a qualified security focused information technology support and services company/firm. Selected companies for interview must demonstration qualifications, experience, and abilities to perform the scope of work detailed in this document. If chosen, the anticipated contract term/period is five (5) years and the City reserves the right to offer or deny an additional renewal option. A selection committee will review and grade responses to this RFQ.

#### **BACKGROUND:**

The City of Madeira Beach does NOT have an Information Technology/Management (IT/IM) Department and is currently uses an outside firm to provide all maintenance, support, and IT related services and functions as needed for all City users. The City of Madeira Beach offers various municipal services including Fire, Public Works, Recreation, Administration, Marine, Community Development, Building, and Code Enforcement. There are two (2) main servers at City Hall and the Marine building with various supporting hardware in addition to over 50 desktop and laptop computers located in 4 buildings. All will need to be covered under the service and support agreement.

#### **SCOPE OF SERVICES:**

The city is in search of a company that will provide and serve the internal role of an integral IT department that will provide a better scope of coverage than an internal one. The services scope should incorporate the following:

- Initial Assessment/IT Lifecycle Planning
  - o Establish minimum hardware specifications
  - o Audit and assess all hardware and software
  - o Determine necessary (EOL) end of life for all hardware and software
  - o Establish a suggested hardware/software replacement plan
  - o Create a list of priorities that could create largest technology issues

#### Global Support

- o 8 am to 5 pm EST, Monday Friday
- o An allowance for emergency (Mission Critical) after hours
- o Remote support, and onsite support escalation, if necessary
- o Monitoring of Network 24 x 7 x 365 and reporting issues, suggesting actions
- o Maintain inventory and provide real time status of IT hardware & software
- o Responsible for IT onboarding and offboarding of City employees
- o Proven experience with the supporting the operational requirements of municipalities
- o Provide real time ability to view status of current issues

#### Cybersecurity

- o Incident Response Team familiar with large scale responses
- o Business Resumption Team familiar with large scale responses
- o Incident response plan
- o Disaster response plan
- o Business resumption plan
- o Fractional CISO that assists in design of comprehensive security program
- Network segmentation based on best practices
- o Up to date on threat actor tactics, techniques, and procedures (TTPs)
- o Access control review
- Vulnerability scanning and management
- o Routine security assessments

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- o Gateway security management and monitoring
- o MDR with 24/7/365 SOC
- Application whitelisting
- Adherence to Zero Trust security model
- o Dark web scanning of city owned domains
- o Local and cloud immutable backups with multiple geographically dispersed datacenters
- o Microsoft 365 backup, encryption, archiving, and security
- Third party email filtering and security
- o Security awareness training with email phishing campaign management
- o Secure online password manager with mobile application
- Securely encrypt all city administrative technology passwords
- o Educate end users on applicable threats and trends
- Maintain patch management on operating systems and other equipment as applicable
- o Relevant security certifications, experience, and education preferred
- o Proven experience with unique security requirements of municipalities
- Hardware and Application Support
- City understands that all third-party software must be covered under a software maintenance agreement
- o IT Company will assist with the scheduling and installing of updates on third party software
- Troubleshoot local desktop and server applications
- o Handle installation of physical hardware of workstations, servers, and network equipment
- Establish incident / request response level and estimated resolution times
- o Provide failover/BDR capability and support for core infrastructure
- Advanced experience supporting M365 suite of tools and products

#### Network and Server Management

- Update and make any configuration changes as necessary
- o Assist with the installation of any new application or appliances on the network
- Maintain networks segmentation, including Guest wi-fi, city network; and ensure adequate security measures in place
- Monitor active utilization of network and capacities to ensure necessary uptime and future planning
- o Regular onsite review and maintenance of infrastructure

#### Vendor Management

- Managing and leading relationships with any other software/technology vendors utilized by the City of Madeira Beach
- o Engage vendor with any hardware/software issues to obtain resolution
- Schedule repairs of any vendor hardware/software

#### Consulting

 Gain understanding of the City of Madeira Beach's business objectives and work to create an IT plan

- Regularly scheduled CIO level discussions to help guide the IT strategy to ensure it aligns with current and future city objectives and goalsBuild a technology budget and manage the IT budget throughout the fiscal year
- Consistently search for better tools and processes the City could leverage and technology to improve productivity
- o Proven experience providing executive consulting to municipal governing structures

Proposers are requested to provide proposals including but not limited to the items listed above. Proposals will be evaluated by responsiveness to request and overall pricing for repairs/upgrades.

#### **PART C:**

#### PROPOSAL RESPONSE REQUIREMENTS

1.	Prepare a brief introduction including a general demonstration of understanding of the scope and
	complexity of the required work as well as:

Company Name:	 
Address:	
Phone #:	
Email Address:	
Name of Authorized Representative:	

- 2. Description of how the firm is positioned to provide the services requested, with a history of experience of providing similar services.
- 3. Naming of staff resources, with identification of key personnel and their credentials/certifications; who are available to provide the services; experience and expertise of staff; local availability of staff is an important consideration; role and responsibilities of each staff member assigned to the City of Madeira Beach.
- 4. Support service questions to be addressed:
  - a. Help desk description
  - b. Support availability (days of week and times)
  - c. Structure of charges for support
  - d. Steps for resolving problem escalation
  - e. Final authority regarding conflicts
  - f. Response time and goal for resolving problems

#### City of Madeira Beach

- 5. Explanation of any contact termination for default or other incident in the past five years. Termination for default defined as notice to stop services for non-performance of poor performance, and whether the issue was either litigated or not litigated.
- 6. Scope of services beyond the RFQ that the firm provides which may be of interest to the City.
- 7. Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

	References:				
	(A) Name of Entity:				
	Nature of Services Provided:				
	Contact Name:				
	Contact Phone Number:				
	(B) Name of Entity:				
	Nature of Services Provided:				
	Contact Name:				
	Contact Phone Number:				
	(C) Name of Entity:				
	Nature of Services Provided:				
	Contact Name:				
	Contact Phone Number:				

#### COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

#### **ATTACHMENTS**

**Drug Free Workplace Certification** CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

#### DRUG FREE WORKPLACE CERTIFICATION.

#### SWORN STATEMENT ON DRUG FREE WORKPLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by	
[print individual's name and title]	
for	
[print name of entity submitting sworn statement]	
whose business address is:	and (if applicable)
its Federal Employer Identification Number (FEIN) is	(If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement:	·

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
- (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.
- Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
  - (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

**Signatory Requirement**. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

	Signature:	
	Company:	
	NOTARY PUBLIC	
STATE OF FLORIDA		
CITY OF		
Sworn to and subscribed before me this	day of	<mark>202</mark> 3
by		who is
personally known to me	OR Produced identification	
	[type of identification]	
My commission expires		
Notary Public Signature		
[Print, type or stamp Commissioned nan	ne of Notary Pu	

### Requests for Additional Information

Questions or requests for additional information should be directed to City Manager, Robin I. Gomez at rgomez@madeirabeachfl.gov.

Signature of Proposer's Agent	Title
Printed Name	Date