



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

100 Fairway Drive
North Kingstown, RI 02852-6202
Phone: (401) 294-3331
Fax: (401) 583-4140
www.northkingstown.org

REQUEST FOR PROPOSALS

DISASTER RECOVERY AS A SERVICE (DRaaS)

*Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until 10:00am on Tuesday, December 3, 2019, and will then be publicly opened read aloud.

**NO BIDS WILL BE ACCEPTED AFTER THE TUESDAY, DECEMBER 3, 2019
10:00AM DEADLINE.**

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price.

Specifications may be obtained at the Purchasing Agent's Office at address listed above.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

Purchasing Agent

***PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY ALONG WITH FLASHDRIVE**

SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5.(2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.

The proposal will be evaluated as to R.I.G.L. 37-2-64; 37-2-66; 37-2-67 and 37-2-68 , and the award shall be made on the basis of the highest qualified firm

The following factors will be considered in determining the lowest evaluated or responsive bid price:

Competence to perform the services as reflected by technical training and education; general experience; experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the services;

Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously;

Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;

Ability to meet the proposal requirements and to demonstrate an understanding of the scope of the projects;

Experience of the Firm in similar projects;

Services offered;

Quality of the work previously performed by the Firm for the Town of North Kingstown, if any;

All documentation that must be included with the proposal to allow for the evaluation of the highest qualified firms is as follows:

- Performance Data Form, enclosed;
- Qualification Statement, enclosed;
- Proof of Errors and Omissions Insurance coverage as outlined in “Information to Vendors,” enclosed;
- Personnel assigned to the project; resumes; qualifications; licenses and professional registration; and
- Description of services to be provided.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS**

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the **Purchasing Agent, Town Hall, 100 Fairway Drive, North Kingstown, Rhode Island 02852**, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that their bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of their bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that they are normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any one make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 8. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 9. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt

from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 10. CONTRACT PERIOD AND TERM OF AGREEMENT *(When Applicable to Bid)*

Contract period is found in the Standard Form of Agreement. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 11. LABOR REGULATIONS *(When Applicable to Bid)*

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a.** Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b.** Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c.** The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d.** The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e.** The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f.** The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g.** The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h.** The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 12. INSURANCE *(When Applicable to Bid)*

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, their operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, their breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of their bid.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the bid specifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*

1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability - \$1,000,000. With both of the above naming the Town as additional insured.
3. Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation

The Vendor shall secure, pay for and maintain insurance as necessary to protect themselves against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner, and shall secure, pay for and maintain insurance as necessary to protect against errors and omissions which may result from this project.

ARTICLE 13. LAWS, ORDINANCES, AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

**TOWN OF NORTH KINGSTOWN
DISASTER RECOVERY AS A SERVICE (DRaaS)**

SCOPE OF WORK

A. PURPOSE / PROJECT OVERVIEW

The Town of North Kingstown (Town) requests proposals from highly qualified, professional, experienced, capable and responsible firms experienced in disaster recovery, for a Disaster Recovery as a Service (DRaaS) solution and to, ultimately, implement the DRaaS solution proposed.

Awarded offeror shall furnish all necessary services, management, personnel, training, materials, equipment, uniforms, licenses, forms, printing, phones and vehicles for the performance of disaster recovery as a service (DRaaS).

Awarded offeror shall furnish and provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide Disaster Recovery as a Service (DRaaS) in accordance with the requirements of this RFP.

This RFP documents the Town's Disaster Recovery objectives and expectations and their solution, support and pricing requirements.

The Town of North Kingstown Data Center is located 1.7 miles from the Municipal Offices. Additional servers are located at other Town locations. We would like to have any DRaaS offering at least fifty (50) miles outside of North Kingstown.

B. Scope

The scope of this proposal is to encompass a DRaaS environment that includes:

- North Kingstown IT access, as needed, to the DRaaS site (or appropriate documentation of facility inspection and compliance / audit requirements).
- Fully inclusive of all data storage and replication.
- North Kingstown IT ability to remotely manage / configure / monitor environments.
- Integration or support for VMWare environments (on-premise environment is running on VMWare).
- Pricing models and detail that shows fully-inclusive pricing and information around any itemized or ad-hoc charges for connectivity, tools, storage, processing, etc.
- Details around the RPO and RTO options available at differing price-points.

This RFP makes no attempt to dictate what the offeror infrastructure configuration should be to meet the Town's requirements. The expectation is that the responding offerors will propose adequate solutions and options to the Town and the awarded offeror will include a discovery phase in their project plan to determine suitable configurations at the hosted site.

C. Minimum Requirements

This section documents the Town's minimum requirements and expectations for a DRaaS solution. Offeror is requested to consider and provide detailed responses to all questions, requirements and statements. In addition, offerors shall complete the Security Questionnaire in Attachment C, and return with your response.

C.1 Considerations

The information below should assist with the sizing and structure of services for the RFP response. Refer to Section D, Existing Data Center / Discovery, below, for an overview of the Town's current data center environment.

1. The Town VMWare for virtualization and wishes to find a DRaaS service that utilizes this tool set [Non VMware offerors are welcome and encouraged to bid]
2. The offeror shall clearly document how their DRaaS solution functions
3. The offeror shall clearly document how data is replicated to the DRaaS service
4. The offeror shall clearly document the type of connectivity offered as part of their solution
5. The offeror shall clearly document how additional connectivity/bandwidth usage is managed/ handled when the Town needs to utilize the DRaaS solution
6. The offeror shall clearly document how their own Disaster Recovery procedures and solution operates and what, if any, are the potential impacts to the Town's DRaaS service
7. Offeror shall document all service tiers, along with associated Recovery Time Objective (RTO) and Recovery Point Objective (RPO) targets, tier pricing and daily resource usage charges.
8. Offeror must prove scalability of their services and that they can support any changing and growing needs the Town may have. Confirmation and documentation shall be included in the offeror's response.
9. Offeror shall be forthright about the size of their existing production customer base and the number of actual declarations that the offeror has supported over the past year.

C.2 Meeting Requirements and Minimum Expectations

The RFP response must address all of the Town's requirements and expectations documented in this section. Please provide quantifiable details of your proposed solution along with any associated processes, procedures and protocols. Copies of these documents should be provided if available. If a requirement cannot be met please indicate the performance level offered or an alternative option.

The solutions proposed will be evaluated across all responding offerors and will be subject to scoring.

C.3 Support / Procedures

- A. Offeror's proposal shall allow for support of no less than four DR tests per year at the discretion of the Town (please provide supporting processes and procedures). The Town would expect that testing should last no longer than twelve (12) hours.

- B.** Offeror shall describe the timing and processes in place that provide sufficient time to make infrastructure resources available to spin up the necessary DR environment. NOTE: It is not expected that the offeror will have a full reserved/dedicated minimum infrastructure on standby.
- C.** Offeror must express their own DR procedures and capabilities in the event the offerors hosting/data center site encounters a disaster. This shall include mitigating measures for network, power, cooling, etc.
- D.** Offeror shall describe the procedures for the Town to unilaterally execute fail over into the DRaaS location.
- E.** Offeror shall provide details if they are not solely responsible for elements of the solution including procurement, configuration, management, operation, monitoring, maintenance and alerting of all hosting systems.
- F.** Offeror shall describe access requests and procedures, tools and applications that are required so Town resources can configure application and data changes using either the offeror's service portal or a request ticket.
- G.** Offeror shall provide a single point of contact for all incident, problem issues on a 7/24/365 basis.
- H.** Offeror shall be solely responsible for managing any incident, problem and changes that occur to the DRaaS infrastructure.
- I.** Offeror shall provide the process for how requests, approval and validation processes are communicated and managed.
- J.** Offeror shall provide details on the offeror's role in managing operations failback from the cloud data center back to the Town's production data center.
- K.** Offeror shall provide details on how relevant infrastructure and/or tool set changes will be communicated to the Town (sufficient time for the Town to review and to provide input needs to be made available prior to implementation).
- L.** Offeror shall provide the processes and management for notification of both scheduled and emergency maintenance and/or down time to the Town. The Town will expect adequate time to assess potential impacts and implement mitigating measures in the event of an emergency during an offeror outage.
- M.** Offeror shall detail the fault tolerance, monitoring, alerting and notification processes for any hardware and power solutions that may affect the Town (e.g., UPS, battery and server clustering). Detail how the Town can access said monitoring.
- N.** Offeror's proposal shall express the time limit (if any) for the Town to use the provided infrastructure once a disaster is declared; as well the incremental costs for recurring use.
- O.** Offeror shall provide details on the extent which the offeror trains the customer's support staff in the use and management of the service.

P. Offeror shall provide details of all financial institution/government regulations they must adhere to such as SOX, GLBA, FFIEC. The Town is required to adhere to HIPAA and CJIS regulations.

C.4 Security (Refer to Security Questionnaire, Attachment C)

- A.** Offeror shall describe the provisions made for secure transfer of data from the Town's primary site to the DRaaS site (with any associated costs/schedules)
- B.** Offeror shall describe the offeror's policy with regard to data breach notification and follow-on mitigation.

C.5 Storage

- A.** Offeror shall detail tiered pricing and availability for data storage solution between the Town's primary site and the DRaaS location with intermittent write access and transaction logging
- B.** Offeror shall describe how the offeror solution will make sufficient storage continually available for incremental data replication from the primary site to the DR site; including the offeror's storage backup (DR) strategy.

C.6 Network

- A.** Offeror shall describe how circuits between sites are fail safe and of sufficient bandwidth to handle 100% of North Kingstown peak demand.
- B.** Circuits into and out of the offeror location should support the existing environment and be described in detail (type, bandwidth, etc.) Include; how they are managed, monitored and how alerts are communicated to the Town when appropriate.
- C.** Offeror shall describe circuit scalability should the Town's needs grow.
- D.** Offeror shall describe how the offeror solution will allow for the Town to unilaterally deploy configuration changes once the DRaaS infrastructure has been provisioned.
- E.** Provide details of the availability schema for the Town to have network access assurance - the offeror solution should always provide continuous availability of the network and DR site.

C.7 Infrastructure

- A.** Offeror shall provide a complete description of the proposed infrastructure including; quantities, configuration and models of equipment, applications, types of data storage, memory, CPU/servers, network, storage used to support the DRaaS solution.
- B.** Offeror shall provide a sufficient infrastructure environment that will allow the Town to build a suitable DR environment to support business processes.
- C.** Offeror shall describe their excess infrastructure capacity in the event all clients of the offeror execute simultaneously and put 100% demand on the offeror's infrastructure.

D. Offeror shall provide details of expected performance and any degradation the Town would experience should the offerors customers stress their environment to 100% of server capacity, storage capacity, and/or network capacity

C.8 Tools/Applications

A. Offeror shall provide details of any hardware/software tools required by the Town to fully integrate to the offeror’s hosting environment including; name, version, quantity, pricing.

B. Offeror shall provide details of any offeror application or toolsets required to allow the Town access to the DRaaS site to configure the servers, applications, memory and networks. Include versions/configuration details and associated costs. Also, the proposal must state if the they will be provided by the offeror or if the Town must furnish and install.

C. Provide details of the virtual environment deployed and the tools/applications used.

D. Describe the options for conversion or accommodating the Town’s environment if the offeror does not utilize VMWare.

D. EXISTING DATA CENTER / DISCOVERY

D.1 Existing Data Center/Discovery

Below is a summary of the current data center environment. This information is provided to allow responding offerors the ability to price accordingly and understand the size and scope of the Town’s production Data Center and satellite sites. The Primary data center environment is comprised of VMware & NetApp infrastructure with adequate storage for production data.

| Data Center Enviornent | Notes |
|------------------------|-------|
| Network | |
| | |
| CPU/Servers | |
| | |
| Storage | |
| | |
| Memory | |
| | |

D.2 Data Center Discovery

It is expected that the awarded offeror, along with the Town will do a complete discovery of the Town’s Data Center and satellite sites. Discovery shall include but not be limited to:

- Application Process Analysis
- Logical Data Connections Analysis
- Data Center Configuration Analysis
- Data Network Analysis
- Data Storage and Replication Analysis

E. SERVICE LEVEL AGREEMENTS (SLA)

Offeror shall include their standard Service Levels Agreement (SLA) as part of this proposal and describe how it will be measured and reported with an example. Final SLA's will be determined as part of contract negotiations. Offeror shall detail customer compensation for unmet SLAs in Attachment A, Cost Table.

F. Cost Table

Expectations for pricing and contract options are outlined below. Offeror shall explain the following in detail and shall summarize all items in Attachment A, Cost Table

1. If applicable, clearly document contract termination options and charges.
2. Complete "packaged" pricing for infrastructure provisioning and services in the event the Town declares a disaster, must be described and outlined in detail. Include costs to the Town to completely configure and operate the in DRaaS environment. Pricing shall be provided as "per DR event" and include 100% of costs. Please price out in a Tired Approach as well. Storage costs must be clearly outlined and stated.
3. Pricing should be inclusive in detailing the specific RPO and RTO requirements:
 - i. Currently the Town has Tier 1 VMs using 4.7TB of capacity. The desired RPO for Tier 1 VMs is 4 hours or better with an RTO of 4 hours or better. These VM's have an average change rate of 10% daily. The desired minimum retention period is sixty (60) days.
 - ii. Currently the Town has Tier 2 VMs using 3.5TB of capacity. The desired RPO for Tier 1 VMs is 24 hours or better with an RTO of 24 hours or better. These VM's have an average change rate of 10% daily. The desired minimum retention period is sixty (60) days.
4. Standard DRaaS pricing for base services must be clearly documented, along with the costs associated with spinning up servers (the Pay-as-You-Go or Pay-as-You-Use model).
5. Provide tiered pricing for the various services offered in a DRaaS model where available.
6. Separate pricing for DR testing on a "per test" basis should also be provided.
7. Complete network access and use pricing shall be detailed in Attachment A, Cost Table, including any and all costs associated with variable bandwidth (burst) usage with minimum/maximum bandwidth pricing tiers.
8. Operational pricing shall be expressed as baseline minimums with incremental tiered cost for increased consumption of infrastructure to accommodate growth.

G. COMPANY PROFILE

Offeror's to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of the company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to the industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects focusing on the company's overall experience as a managed print service provider.

All offerors shall include the following information in their proposal response:

1. A brief outline of the offeror's company and services offered, including but not limited to:

- Full legal name of the company
- Year business was established
- Number of people currently employed
- A description of geographic reach and market penetration
- An outline of partnerships and relationships to date

2. Information on current clients, including but not limited to:

- Total number of current clients and industries served
- A list of clients with DRaaS
- Evidence of at least five (5) years' experience providing successful DRaaS hosted solutions for medium to large corporations or government agencies

3. Key Staff Resumes & Biographies

Offerors are requested to supply additional information related to the qualifications and experience of persons who will be available to provide services for the DRaaS design, implementation and operation for the Town. This may include, but is not limited to; resumes, documentation of accreditation, and/or letters of reference. Include only executive/management staff, and any staff or sub-contractors that will be assigned to manage the DRaaS environment for the Town.

Any personal information requested from offeror shall only be used to consider the qualification of individuals performing DRaaS services for the Town, and to confirm that the expectations for performance are consistent with these qualifications.

It is the responsibility of each offeror to obtain the consent of such individuals or contracted firm(s) prior to providing their information. The Town will consider that the appropriate consents have been obtained for the disclosure to and use of the information for the purposes described.

The Town of North Kingstown reserve the right to perform background checks on all persons servicing the Town account.

H. REFERENCES

Offeror must provide the names and contact phone numbers of at least five (5) clients. A minimum of two (2) references must be from educational institutions of a similar size or larger than the Town of North Kingstown, for whom the Offeror is providing or has provided Disaster Recovery as a Service (DRaaS).

In addition, if possible, the Offeror shall provide a list of all Municipalities in the State of Rhode Island for whom the Offeror has supplied Disaster Recovery as a Service (DRaaS), within the past five (5) years. Refer to Attachment D for submission requirements – Offeror’s Reference Form. *References will be contacted.*

I. BROCHURES, CATALOGS, MANUALS, WEBSITES, LITERATURE

In addition to the formal response to this RFP, all Offerors are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVD’s and any other marketing and informational media which will support and enhance their submission value.

J. Added Value

Offerors are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to North Kingstown in their RFP responses. Attach and label as “ADDED VALUE.”

K. EVALUATION CRITERIA

The Town of North Kingstown advertises this RFP as an opportunity for interested and qualified companies specializing in Disaster Recovery as a Service (DRaaS) to submit responses consistent with the scope of work stated herein. Offerors to this RFP are encouraged to submit their most comprehensive, innovative, and creative proposals for Disaster Recovery as a Service (DRaaS) for the Town. All responsive offers will be carefully reviewed and evaluated for responsibility, capacity, business strength, qualifications, expertise, demonstrated experience in the provision of and implementation of Disaster Recovery as a Service (DRaaS) for a medium sized Municipality and highest and best value to the Town with consideration to quality, approach, timeliness, dedicated personnel, and value added (if any). Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

The Town of North Kingstown may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the evaluation process, the Town may find it necessary to evaluate the addition or deletion of components of an offeror’s proposal in order to make equivalent comparisons to other proposals. The Town will select the offeror whose proposal it determines best meets their needs, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by the Town as it deems necessary. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, price is an important factor in the determination of the selected proposal.

L. TRANSITION PLAN

A. Transition on Commencement of Contract

The awarded Offeror shall assume full services in accordance with the award of the RFP. The awarded Offeror shall coordinate and cooperate with the Town's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

B. Transition and Continuity of Service upon Expiration of Contract

Continuity of services is necessary to the Town of North Kingstown. The awarded Offeror agrees to this philosophy and upon expiration of contract, agrees to:

- Exercise best efforts and cooperation for an orderly and efficient transition to another Disaster Recovery as a Service (DRaaS) provider or to the Town.
- Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by the Town. The Disaster Recovery as a Service (DRaaS) provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.
- **All Town property (including but not limited to Town records, parts, equipment, facilities, keys and materials) shall be returned to the Town upon expiration of contract.**
- **Offeror shall include in their response any Town or any subsequent contractor requirements, if offeror is awarded this contract and does not retain this contract upon its expiration.**

M. REQUIRED CONTENT / DOCUMENT CHECKLIST

IMPORTANT NOTICE: Failure to provide the information and/or documentation required in this solicitation will cause the submission to be declared non-responsive and rejected. Offerors are required to submit one (1) original and five (5) copies of their response. Responses must be submitted on 8 ½" x 11" single-sided stock. Offerors must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All RFP submissions must include the following items and attachments.

Table of Contents for submission:

- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents (Mandatory Requirement)
- Certificate of Insurance (Mandatory Requirement)
- Offeror's Client References (Mandatory Requirement)
- Audited Company Financial Statements and Company Annual Reports for 2017 and 2018 (Mandatory Requirement)
- Business License (Mandatory Requirement)
- Attachment A – Cost Table **(INCLUDED WITH RFP)**
- Attachment B – Mandatory Service and Support Requirements **(INCLUDED WITH RFP)**
- Attachment C – Security Audit Questionnaire **(INCLUDED WITH RFP)**

- Attachment D – Offeror’s Client Reference Form (Mandatory Requirement) **(INCLUDED WITH RFP)**
- Attachment E - Statement of Confidentiality and Non-Disclosure (Mandatory Requirement)
- Attachment F – Signature Page (Mandatory Requirement) **(INCLUDED WITH RFP)**
- Company Profile
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media
- Project Scope of Work
- Added Value
- ***NOTE:*** Offerors are required to submit one (1) original, one (1) copy and one (1) electronic copy (flashdrive) of the proposal all in three-ring binders with tabs separating the required section

ATTACHMENT A

Cost Table

The Offeror must provide a Cost Table that includes the following items and all items outlined in Part III, Scope of Work. Offerors must be willing to honor this cost proposal and additional components cost for up to sixty (60) months after Board approval and acceptance of the RFP.

| Item | Description | Price |
|------|--|-------|
| G.3 | Complete Package Pricing (Describe Details here) | |
| G.4 | Storage Pricing (Describe levels/options here) | |
| G.5 | Standard DRaaS Base Services Pricing (Describe Details Here) | |
| G.6 | Tiered Pricing Options (Describe levels/options here) | |
| G.7 | DR Testing Pricing (if applicable) | |
| G.8 | Network Access Pricing (Describe levels/options here) | |
| G.9 | Operational Pricing (Describe levels/options here) | |

ATTACHMENT B

Mandatory Service and Support Requirements

The following services and support requirements are mandatory:

- Ordering and Billing
- Support Personnel
- Service

The following charts explain the minimum mandatory ordering and installation, support personnel and warranty service requirements. By signing your initials in the “Yes” box, offeror is agreeing to provide the services listed in that particular box. Blanks will be considered as “No” responses. Use additional pages where detailed responses are required. Please reference the appropriate item number on any additional pages. Attach and label “Service and Support Requirements”.

| Ordering And Billing Requirements | | YES | NO |
|--|--|------------|-----------|
| 1 | The offeror will prepare individual quotes for projects as required by North Kingstown to facilitate budgeting and purchasing requirements of North Kingstown. | | |
| 2 | All purchase orders will be issued to the awarded offeror. No third party purchase orders will be issued | | |
| 3 | The offeror will send invoices to the North Kingstown purchase order “Ship To” address as well as the “Bill To” department. All invoices must include the North Kingstown item description and North Kingstown purchase order number. Invoices must be submitted without any shipping costs, taxes or late fees. | | |
| SUPPORT PERSONNEL REQUIREMENTS | | YES | NO |
| 1 | The offer will provide experienced personnel to perform all services. North Kingstown reserves the right to reject any personnel from working on specified projects. | | |
| 2 | The offeror’s personnel working in North Kingstown’s facilities must be bonded and insured by the offeror. | | |
| 3 | North Kingstown Requires a Project Manager as the single point of contact from the awarded offeror to meet via phone weekly or as needed. The primary function of the Project Manager will be to ensure all deliverables are met. Include Project Manager credentials with the proposal. Attach and label Project Management Outline. | | |
| 4 | ?? | | |
| Service Requirements | | YES | NO |
| 1 | Offeror will provide 4 tests per year at no additional cost to North Kingstown. | | |
| 2 | Offeror will provide 7/24/365 support | | |

ATTACHMENT C

Security Audit Questionnaire

| Item Number | Security Audit Questionnaire | Comply (YES) | DO Not Comply (NO) | Other (Explain in Remarks) | Remarks |
|-------------|--|--------------|--------------------|----------------------------|---------|
| PS-5 | How are employees kept abreast of changes to the security policy? | | | | |
| Ps-6 | Are employees aware of the process for reporting security incidents? | | | | |
| PS-7 | Is there an internal audit group responsible for reviewing the information security environment? | | | | |
| PS-8 | Do contracts with your offerors require a minimum level of security from the offeror? | | | | |
| PS-9 | When an employee leaves the company, are access privileges immediately revoked? | | | | |
| PS-10 | Are visitors required to sign-in, be issued an identification badge, and be escorted while on the premises? | | | | |
| PS-11 | Are access logs for the facility maintained for 30 days? Are the logs accessible by Customer's? | | | | |
| PS-12 | Does the company have policies on removable media in the data center? | | | | |
| PS-13 | Do third parties have physical access to data center space where your cloud infrastructure is located? | | | | |
| PS-14 | Are the facilities premises separated into different control areas such as data center floor, loading/delivery areas and others? | | | | |
| PS-15 | What are the hours of operation of the security facilities at the data center? | | | | |
| PS-16 | Is there CCTV monitoring the data center floor? | | | | |
| PS-17 | Are loading dock or delivery areas monitored by CCTV? | | | | |
| PS-18 | What is the retention policy on CCTV feeds? | | | | |
| PS-19 | How is the cage space for your cloud environment separated from other data center North Kingstown's? (only applicable if your offering include CoLo and DRaaS) | | | | |
| PS-20 | Describe the fire suppression solution used in the data center. | | | | |
| PS-21 | Are temperature and humidity controls in the data center restricted to authorized personnel only and separated from the rest of the facility? | | | | |
| PS-22 | Are there procedures in place to control the removal of property from the facility? | | | | |
| PS-23 | Is there a holding area for deliveries at the data center where internal doors can be secured while external doors are open? | | | | |
| PS-24 | How are power and communications cables physically separate? | | | | |
| PS-25 | Are there locked/alarmed conduit boxes? | | | | |
| PS-26 | Are inventory records maintained of all hardware? | | | | |
| PS-27 | Do you sweep for unauthorized devices attached to cables? | | | | |
| PS-28 | Does the facility include the following physical security elements? | | | | |
| PS-28a | Electronic access control | | | | |
| PS-28b | CCTV monitoring | | | | |
| PS-28c | Alarm systems, windows, doors, server areas, etc. | | | | |

| | | | | | |
|-----------|---|---------------------|---------------------------|-----------------------------------|----------------|
| PS-28d | On-site security guards | | | | |
| PS-28e | Building specifications | | | | |
| PS-28f | Identity badge procedures | | | | |
| PS-28g | Logging of site access | | | | |
| PS-28h | Power and network redundancy | | | | |
| PS-28i | Power surge protection | | | | |
| PS-28j | Fire suppression systems | | | | |
| PS-28k | Heating/air conditioning | | | | |
| | | | | | |
| LS | Logical Security/Auditing | Comply (YES) | DO Not Comply (NO) | Other (Explain in Remarks) | Remarks |
| LS-1 | Please provide a copy of your information security policy. | | | | |
| LS-2 | Does a separation of duties exist between individuals who authorize access, personnel who enable access, and personnel who verify access to your infrastructure? | | | | |
| LS-3 | Are all critical system clocks and times synchronized, and do logs include a date and time stamp? | | | | |
| LS-4 | Is it standard for you to have the development/test systems segregated from the production systems to ensure segmented access control between diverse environments? | | | | |
| LS-5 | Do access control logs contain successful/unsuccessful login attempts and access to audit logs? | | | | |
| LS-6 | Do audit trails include a record of individual or process identity, date, time, function performed and the resource(s) accessed? | | | | |
| LS-7 | Does a formal log review process exist? | | | | |
| LS-8 | Are system logs unalterable (e.g. use write-once technology or equivalent protection)? | | | | |
| LS-9 | Are all activities on the networking infrastructure performed by personnel with unique logins and are logged? | | | | |
| LS-10 | Do you provide two-factor authentication? | | | | |
| LS-11 | Are installation and offeror-default passwords provided with new hardware, system software, etc. reset before they go into production? | | | | |
| LS-12 | Do administrators and remote users have individually assigned user identities and passwords? | | | | |
| LS-13 | Do systems notify users of their last successful login to their account? | | | | |
| LS-14 | Are all activities on the virtualization layer performed by personnel with unique logins and are logged? | | | | |
| LS-15 | Are access scripts with embedded passwords prohibited? | | | | |
| LS-16 | Are system administrators the only people who have administrative privileges? | | | | |
| LS-17 | Are your support representatives able to access North Kingstowns data? | | | | |
| LS-18 | Is an automatic computer screen locking facility enabled for system administrators? This would lock the screen when the computer is left unattended for a certain period. | | | | |
| LS-19 | What type of operating system hardening does your company have experience in? | | | | |
| LS-20 | Do you periodically check your network to ensure that no unauthorized equipment has been attached to it? | | | | |
| LS-21 | Does the company have the appropriate controls in place to cooperate with investigations by law enforcement officials? Do collection of evidence policies and procedures exist? | | | | |
| LS-22 | Do you have access to the North Kingstowns's VM OS admin passwords? | | | | |

| | | | | | |
|-----------|--|------------------------|---------------------------|-----------------------------------|----------------|
| LS-23 | Does your underlying portal management systems ensure that North Kingstown cannot access networks and systems owned by others, and does it present no ability to bypass the management interface to the underlying infrastructure? | | | | |
| MR | Monitoring/Request Management | Comply (dddYES) | DO Not Comply (NO) | Other (Explain In Remarks) | Remarks |
| MR-1 | What controls does your company have in place to monitor the cloud infrastructure capacity? | | | | |
| MR-2 | Do your clients have access to a monitoring portal? | | | | |
| MR-3 | Is there an option to receive alerts directly from your monitoring solution? | | | | |
| MR-4 | Do you have the ability to monitor logs for specific event codes or error codes? | | | | |
| MR-5 | What process would we follow to request support assistance? | | | | |
| MR-6 | Can your ticketing system integrate with ours?(HELPSPOT) | | | | |
| MR-7 | Do you provide trending reports on capacity and performance? | | | | |

| | | | | | |
|-----------|---|---------------------|---------------------------|-----------------------------------|----------------|
| DR | Data Backup/Business Continuity/ Disaster Recovery | Comply (YES) | DO Not Comply (NO) | Other (Explain In Remarks) | Remarks |
| DR-1 | Does your company have a formal written business continuity policy? | | | | |
| DR-2 | Is the distance between the backup recovery facility and the primary location adequate to ensure that one incident does not affect both facilities? | | | | |
| DR-3 | Does the recovery location use different power and telecommunications grids from those used by the primary site? | | | | |
| DR-4 | Do you have insurance coverage for business interruptions or general service interruptions, regardless of the reason? | | | | |
| DR-5 | Does your company carry cyber-insurance? Does this cover identity theft, cyber-extortion, cyber-terrorism, information asset network security and network business interruptions? | | | | |
| DR-6 | Is there a communication plan in place for notifying North Kingstown that a major event has occurred and could potentially impact service delivery? | | | | |
| DR-7 | Do you have established recovery time objectives in the event of a disaster? | | | | |
| DR-8 | What is the retention scheme for standard server backups? | | | | |
| DR-9 | Do you have an auto or self- provisioned backup solution for your public cloud? If so please describe the features it offers based on previous questions asked about backups. | | | | |
| DR-10 | Would the recovery location use different power and telco grids from those at the primary site? | | | | |
| | | | | | |
| VI | Vulnerability/Intrusion Detection | Comply (YES) | DO Not Comply (NO) | Other (Explain In Remarks) | Remarks |
| VI-1 | Please describe your general network security and intrusion detection system/intrusion protection system (IDS/IPS)? | | | | |
| VI-2 | How does your company prevent Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks? | | | | |
| VI-3 | Are third party vulnerability assessments conducted? | | | | |
| VI-4 | Are penetration tests conducted? | | | | |
| VI-5 | Describe your incident response procedures. | | | | |
| VI-6 | Are tools in place to monitor and manage file integrity? | | | | |

| | | | | | |
|-----------|---|---------------------|---------------------------|-----------------------------------|----------------|
| VI-7 | Is vulnerability assessment management in place? | | | | |
| | | | | | |
| CC | Compliance/Certifications | Comply (YES) | DO Not Comply (NO) | Other (Explain in Remarks) | Remarks |
| CC-1 | Does the company comply with existing US Department of Commerce Safe Harbor registrations and certifications and EU Data Privacy regulations? | | | | |
| CC-2 | Does your company comply with HIPAA? | | | | |
| CC-3 | Does your company comply with CJIS? | | | | |
| CC-4 | Does your company comply with additional data privacy and security standards? Please indicate which ones. | | | | |
| CC-5 | Are your facilities and/or environments PCI certified? | | | | |
| CC-6 | When was the most recent SSAE 16 review performed? | | | | |

ATTACHMENT D

Offeror's Client Reference Form

Company Name Providing Reference _____

Address City/State/Zip _____

Name of Contact Person _____

Telephone Number of Contact Person _____

Email Address of Contact Person _____

Date/Duration of Service Relationship Describe in Detail Services Provided (use additional sheets if necessary):

Company Name Providing Reference _____

Address City/State/Zip _____

Name of Contact Person _____

Telephone Number of Contact Person _____

Email Address of Contact Person _____

Date/Duration of Service Relationship Describe in Detail Services Provided (use additional sheets if necessary):

Important: This is a vital part of your RFP submission. The Town of North Kingstown will verify client references. It is advisable that you inform your reference contact person that you have listed them as a reference.

ATTACHMENT F

Signature Page

**Town of North Kingstown – Request for Proposals
Disaster Recovery as a Service (DRaaS)**

SUBMITTED this _____ day of _____, 2019.

NAME OF FIRM: _____

Authorized Signature

Title

Print

SWORN to and subscribed by me this _____ day _____, 2019.

Notary Public

My commission expires: _____