

**RESOLUTION NO. R19-06**

**A RESOLUTION ACCEPTING THE PROPOSAL SUBMITTED BY MORRISON MAIERLE SYSTEMS TO PROVIDE THE CITY'S INFORMATION TECHNOLOGY ("IT") SUPPORT AND SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORRISON MAIERLE SYSTEMS FOR SUCH SERVICES.**

WHEREAS, the City of Laurel published a Request for Proposals ("RFP") seeking proposals from qualified companies to provide the City's Information Technology Support and Services as described in the published RFP; and

WHEREAS, the City publicly opened the responses to the RFP, and considered the proposals submitted by qualified companies and has determined that it is in the best interest of the City to select the successful company that appeared most qualified, available and the most affordable; and

WHEREAS, the City Staff is recommending the Council selecting Morrison Maierle Systems as the company to provide the services sought by the City through the RFP process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby accepts the proposal submitted by Morrison Maierle Systems; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor authority to execute a contract for the services and costs provided in the RFP and Contract on the City's behalf.

Introduced at a regular meeting of the City Council on March 5, 2019, by Council Member Herr.

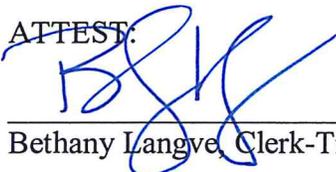
PASSED and APPROVED by the City Council of the City of Laurel this 5<sup>th</sup> day of March 2019.

APPROVED by the Mayor this 5<sup>th</sup> day of March 2019.

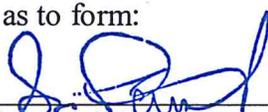
CITY OF LAUREL

  
\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

  
\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



Phone: 406.237.1212

Email: [tmcgrail@getsystems.net](mailto:tmcgrail@getsystems.net)

Web: [www.getsystems.net](http://www.getsystems.net)



## We have prepared a quote for you

### Monthly Managed IT Services

Quote # 001821

Version 2

Prepared for:

**City of Laurel Montana**

Tom Nelson  
[tnelson@laurel.mt.gov](mailto:tnelson@laurel.mt.gov)



Phone: 406.237.1212

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Friday, March 01, 2019

City of Laurel Montana  
Tom Nelson  
PO Box 10 115 West First Street  
Billings, Montana 59044  
[tnelson@laurel.mt.gov](mailto:tnelson@laurel.mt.gov)

Dear Tom,

Morrison-Maierle Systems is pleased to submit the following proposal for Computer Network Management for City of Laurel Montana.

Morrison-Maierle Systems has provided information technology solutions to the market since 1982. We specialize in educating you in the options available to ease your business' concerns in the 21st century. Our professional scope ranges from architecting, designing and supporting networks to engineering and implementing local and wide area network solutions.

Morrison-Maierle Systems' network and technical engineers' combined experience allows us the ability to successfully provide and support custom solutions for our valued clients. Our relationships with partners have allowed us the ability to design, scale and implement effective infrastructure solutions for our diverse client base.

By coordinating and managing all of your technical solutions, vendors and proactively managing your network, you will see the benefits of the ability to completely focus on running your business.

Morrison-Maierle Systems is uniquely qualified to provide IT project and ongoing service support for City of Laurel Montana. We sincerely appreciate the opportunity to present this proposal.

Thank you for taking the time to discover the Morrison-Maierle Systems' difference and we look forward to working with City of Laurel Montana.

Thad McGrail  
Account Manager  
Billings - Systems

## Managed Services

This Computer Maintenance and Management Agreement (Managed Services) is made this date, by and between City of Laurel Montana, (hereinafter "Client") and Morrison-Maierle Systems (hereinafter "Systems"). Systems will provide specialty labor to manage the Client's workstations, servers and or other devices.

### True IT Maintenance

Reacting to problems as they occur, no matter how quickly, is not maintenance. It is always more expensive to be reactive than proactive. With a Managed Services plan in place, emergency onsite visits and downtime is greatly reduced. Below are just a few steps we take in maintaining your network:

- Backup monitoring
- RAID Status
- Anti-Spyware software and management
- Server / Desktop performance monitoring
- Anti-Malware software and management
- Operating system updates
- 3rd party software updates (Java, Adobe, etc.)
- Scheduled Preventative Maintenance
- License and Asset Management (server)
- Availability Monitoring
- Internet Security application

### Proactive Monitoring

As part of the Managed Services agreement, *Systems* will provide remote 24/7/365 monitoring of the health and performance of the Client's workstations and/or servers (including an Exchange mail system) to detect and then rectify IT issues before they become critical. The Client can choose to be notified of significant events. Monitoring includes but is not limited to:

- Data backups
- Event logs
- Available drive space
- Network and internet connectivity
- Virus (malware) alerts
- Hardware difficulties

### Support Options

In the unlikely event the Client has a problem with a workstation or a server, and *Systems* has not already attempted to notify the Client, the Client should contact *Systems*. Phone support using our Help Desk is the clients' first and best contact option. If the issue cannot be resolved with phone and remote support, an engineer will be dispatched to the site. Most Help Desk requests can be answered and resolved remotely. All incidents, whether called in or reported via the ticket system, will be submitted as tickets and available for tracking all the way from first report to final resolution.

## Hardware Prerequisites

- Workstations and servers must be running **Windows 7 or better**. Older workstations or operating systems **cannot** be covered under this agreement but can be supported on a time and material basis.
- Client must have a high-speed internet connection.

## Fully Managed Monitored Items

### General

- Document software and hardware changes (as performed)
- Schedule planning and update meetings (quarterly)
- Scheduled Reports (as requested)
- Unlimited Remote Support (ongoing)
- Unlimited Help Desk Support (ongoing)

### Servers

- Advanced Performance Monitoring (ongoing)
- Scheduled Preventative Maintenance (monthly)
- Managed Anti-Virus / Definition updates / Scheduled scans (weekly)
- Managed Patch / Microsoft critical and security updates (monthly)
- Reboot servers (as needed)
- Monitor hard drive free space on server (ongoing)
- License & Asset Management (ongoing)
- Active Directory Management (ongoing)
- Key Application Maintenance (ongoing)
- Alert Client to dangerous conditions (ongoing)

- \* Memory running low
- \* Hard drive showing sign of failure
- \* Hard drive running out of disk space
- \* Controllers losing interrupts
- \* Network cards report unusual collision activity

### Backup / Disaster Recovery

- Manually Verify Backup Status (weekly)
- Monitor Backup Status (ongoing)
- Remediate failed backups (as needed)
- Test Restores (quarterly)
- Data Restore (as needed)

### Workstations

- Advanced Performance Monitoring (ongoing)
- Scheduled Preventative Maintenance (monthly)
- Managed Anti-Virus / Definition updates / Scheduled scans (weekly)
- Managed Patch / Microsoft critical and security updates (weekly)
- Reboot PC (as needed)
- Alert Client to dangerous conditions (ongoing):

- \* Memory running low
- \* Hard drive showing sign of failure
- \* Hard drive running out of disk space
- \* Controllers losing interrupts
- \* Network Cards report unusual collision activity

### **Networks / Security**

- Performance Monitoring / Capacity Planning (as needed)
- Firewall Management & Maintenance at one location (ongoing)
- Router Management & Maintenance at one location (ongoing)
- Network Health Review (quarterly)
- Switch Monitoring (ongoing)
- Wi-Fi Management (ongoing)
- Manage Internet Security (ongoing)
- Manage E-mail Security (ongoing)

### **Mobile Devices**

- Configure and maintain email sync (as needed)
- Maintain Security policies (ongoing)
- Locate / Wipe lost devices (as needed)

### **Applications**

- Client specific software

### **Vendor 3rd Party Support**

- Client Specific - time outside of basic troubleshooting will be billed at the reduced hourly rate of \$125/hour

### **Phone System**

- Client Specific - time outside of basic troubleshooting will be billed at the reduced hourly rate of \$125/hour

### **End User Security Testing and Training**

With Systems' End User Security Testing and Training, we conduct phishing simulations as an effective way to test City of Laurel Montana employee's security awareness and susceptibility to social engineering tactics. The reason phishing is a prime choice for criminals is the same reason it is beneficial to City of Laurel Montana.

#### **Key Features**

- **Template Library:** Pre-designed templates can be used for conducting tests. These can be used as is, or modified as necessary.
- **Customizable Templates:** All templates can be modified or custom templates can be created from scratch.
- **Website Cloning:** The system provides the ability to clone a website page. This capability allows for extreme flexibility in configuring test scenarios.
- **Completion Redirect:** Upon completion, each recipient can be provided a message, or redirected to a specific webpage, such as a company training website.
- **Comprehensive Reporting:** With several robust reporting options available, the information needed to address security issues is readily available.

#### **Benefits to City of Laurel Montana**

- **Increased Security:** Phishing simulation provides quantifiable results that can be measured. These measurements allow improvement to be identified and tracked.
- **Visibility:** With the comprehensive reporting, key stakeholders can understand the security weaknesses.
- **Demonstrated Responsibility:** As a responsible organization, City of Laurel Montana should demonstrate to stakeholders, including auditors, the steps that City of Laurel Montana has taken to address current threats, with social engineering attacks being a key threat.
- **Improved Training Retention:** Employees can receive training on what to do and what to avoid, but until an employee experiences it, their actions are unknown. After seeing what is capable, employees understand and are more security conscious. This fact will help City of Laurel Montana improve training retention.
- **Net Reduced Training Cost:** By pinpointing employees who are more susceptible, such as via the Repeat Failures Report, City of Laurel Montana can provide additional training to those employees without the cost and burden to other employees.

## Service Descriptions

### Support and Escalation

Systems will respond to Client's Trouble Tickets in accordance with client SLA, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk ([helpdesk@getsystems.net](mailto:helpdesk@getsystems.net)), Help Desk Client portal ([helpdesk.getsystems.net](http://helpdesk.getsystems.net)) or by phone to our Help Desk. Each call made to the Systems helpdesk will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in the client SLA.

**NOTE:** Calls or emails directly sent or made to technicians will NOT be held to the standards of the client SLA or any other response times expressed or implied.

### Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding holidays, and previously scheduled services shall be addressed as best effort and will not be subject to SLA response times. Client shall be provided with contact information for after-hours support and will typically require leaving a message and waiting for a call back.

### Holiday Emergency support

Support requests on holidays, defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas, and ½ Day Christmas Eve (should Christmas Eve fall on a Monday through Thursday), will be charged at \$180.00 per hour and shall be addressed as best effort and will not be subject to SLA response times. Client shall be provided with contact information for Holiday support and will typically require leaving a message and waiting for a call back.

### Service outside 50 mile radius

Travel to out-of-town locations, defined as more than 50 miles one way from the closest Systems office, will be billed for travel at the rate of \$1.00 per mile each way. Distance will be calculated from the closest Systems office.

### Assumptions

- 3rd party database software to be managed by others. If Systems works with 3rd party support on behalf of the Client, the discounted hourly rate of \$125/hour will be billed.
- E-mail to be managed by others.

## Network Information



Phone: 406.237.1212  
 Email: tmcgrail@getsystems.net  
 Web: www.getsystems.net

Item	Qty	Description
Servers	5	City Exchange Server(1) City File Server (1), 911 Dispatch 2 servers, Fire Dept 1 File server
Backup / Disaster Recovery	5	Cloud Backup (up to 500 GB) Servers ONLY as listed above
Workstations	40	PCs / Workstations / Laptops
Firewall / FWaaS	6	SonicWALL TZ300 FWAAS: Sewer, Water, Library, 911 dispatch, City office, Shop
Mobile Devices	NA	Cell Phones / Tablets
Wi-Fi	2	Ubiquiti
E-Mail Security	65	Advanced Email Security with Archive
End User Security Testing & Training	NA	Monthly Simulated Phishing Tests on Employees

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and Systems hereby represent and certify that they are fully empowered to bind the respective parties to this Contract.

**Quote Expiration**

This proposal may be withdrawn if not accepted within 90 days from the Systems signature date.

Monthly Services	Recurring	Qty	Ext. Recurring
<b>Monthly Cost</b>	\$4,829.00	1	\$4,829.00
Recurring Subtotal			\$4,829.00

On-Boarding	Price	Qty	Ext. Price
<b>On-Boarding Fee</b> One time fee for on-boarding and set up of a new client.	\$4,829.00	1	\$4,829.00
Subtotal			\$4,829.00



Phone: 406.237.1212  
 Email: tmcgrail@getsystems.net  
 Web: www.getsystems.net

## Monthly Managed IT Services

**Prepared by:**  
**Billings - Systems**  
 Thad McGrail  
 406.237.1211  
 tmcgrail@getsystems.net

**Prepared for:**  
**City of Laurel Montana**  
 PO Box 10 115 West First Street  
 Billings, Montana 59044  
 Tom Nelson  
 1-406-628-8456  
 tnelson@laurel.mt.gov

**Quote Information:**  
**Quote #: 001821**  
 Version: 2  
 Delivery Date: 03/01/2019  
 Expiration Date: 02/06/2019

### Quote Summary

Description	Amount
On-Boarding	\$4,829.00
<b>Total:</b>	<b>\$4,829.00</b>

### Recurring Expenses Summary

Description	Amount
Monthly Services	\$4,829.00
<b>Recurring Total:</b>	<b>\$4,829.00</b>

### Payment Options

Description	Payments	Interval	Amount
<b>Term Options</b>			
Commitment of Acceptance	12	Managed Services	\$4,829.00
	1	One-Time	\$4,829.00

Labor hours spent on the network, PCs or servers other than covered maintenance tasks (updates for Microsoft, Adobe, Java, Antivirus, etc.) is not covered. Maintenance that is classified as a project or the cost of any parts that are required (software or hardware) to either keep the client's IT working, upgrade it or add to it is not covered. Adding devices that are not present and covered at the signing of this agreement or the replacement of existing devices unless otherwise noted will be billed at a reduced rate of \$125/hour.

Upon receiving this commitment, Systems agrees to schedule staff and negotiate a suitable start date to begin the implementation of our service(s).

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.



Phone: 406.237.1212  
Email: tmcgrail@getsystems.net  
Web: www.getsystems.net

In agreeing to partner with Systems, the Client acknowledges that project scope, deliverables, ongoing management and methodology outlined in this proposal are satisfactory and agrees to accept ongoing support cost as specified herein. The terms and conditions of this Agreement are confidential between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its terms.

**Billings - Systems**

**City of Laurel Montana**

Signature:   
Name: Thad McGrail  
Title: Account Manager  
Date: 03/01/2019

Signature:   
Name: Tom Nelson  
Date: 3/5/2019



## Systems Managed Services Level Agreement

### Managed Services Agreement

#### 1. Term of Agreement

This Agreement between City of Laurel herein referred to as Client, and Morrison Maierle Systems, hereinafter referred to as Systems, is effective upon the date signed, and shall remain in force for a period of one year. Each year within 30 days of this documents anniversary date this managed service agreement will be discussed by both parties and revised as needed.

- a) This Agreement may be terminated by either Party upon thirty (30) days' written notice if the other Party:
  - a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
  - b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
  - c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) If either party terminates this Agreement, Systems will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider.

#### 2. Fees and Payment Schedule

Fees will be \$ \$4829 per month, invoiced to Client on a monthly basis. Services will be suspended if payment is not received within 15 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement.

***It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.***

#### 3. Coverage

Onsite and Remote Management of Client's IT networks (including Helpdesk) will be provided to the Client by Systems between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as services that fall outside this scope will fall under the provisions of Appendix B. Hardware costs of any kind are not covered under the terms of this Agreement.

#### ***Support and Escalation***

Systems will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person(s), by email to our Help Desk, Help Desk Client portal or by phone to our Help Desk. Calls or emails directly sent or made to technicians will NOT be held to the standards of this agreement. Each call made to the Systems helpdesk will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

Any support work that originates within the normal hours of 8:00 am – 5:00 pm will be considered a part of the agreement even if the work extends beyond those hours. Should a problem non-related to the afterhours supported service occur while on-site or remote, and is deemed as critical to the client's business production the required time to resolve the issue may be billed as outlined in Appendix B.



## Systems Managed Services Level Agreement

### ***Service outside Normal Working Hours***

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday (excluding holidays and previously scheduled services) shall be addressed as best effort and will not be subject to SLA response times. Client shall be provided with contact information for afterhours support and will typically require leaving a message and waiting for a call back.

### ***Holiday Emergency support***

Support requests on holidays, defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas, and ½ Day Christmas Eve (should Christmas Eve fall on a Monday through Thursday), will be charged at \$180.00 per hour and shall be addressed as best effort and will not be subject to SLA response times. Client shall be provided with contact information for Holiday support and will typically require leaving a message and waiting for a call back.

### ***Service outside 50 mile radius***

Travel to out-of-town locations defined as more than 50 miles one way from the closest Systems office will be billed for travel at the rate of \$1.00 per mile beyond the 50 miles each way. Distance will be calculated from the closest Systems office.

### ***Limitation of Liability***

In no event shall Systems be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

## 4. Additional Maintenance Services

### ***Hardware/System Support***

Systems shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

### ***Ransomware / Virus recovery***

Damages caused by, and recovery from, ransomware or virus infections are covered only for those clients utilizing Systems layered security package. This would include Managed Firewall, managed Antivirus, Managed Microsoft patching, Backup for all devices (Workstations and servers), Internet security, Email security, and end user training. This Service is limited to those systems specified in appendix B. Any remediation for clients not utilizing the Systems layered security package will be restored outside this agreement and will be subject to hourly charges. These charges will be passed on to the Client after first receiving the Client's authorization to incur them.

### ***Monitoring Services***

Systems will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Systems will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Systems shall make every attempt to rectify the condition in a timely manner through remote means.



## Systems Managed Services Level Agreement

### 5. Suitability of Existing Environment

#### **Minimum Standards Required for Services**

In order for Client's existing environment to qualify for Systems Managed Services, the following requirements must be met:

- All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later and have all the latest Microsoft Service Packs and Critical Updates installed.
- All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Pro or later and have all the latest Microsoft Service Packs and Critical Updates installed.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email or have such a service included in the agreement.
- The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution or have such a service included in the agreement.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet or have such a service included in the agreement.
- Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

### 6. Excluded Services

Service rendered under this Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
4. The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by *Systems*, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than *Systems*.
8. Maintenance of Applications software packages, whether acquired from *Systems* or any other source unless as specified in Appendix B.
9. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.

### 7. Miscellaneous

This Agreement constitutes the entire Agreement between Client and Systems for monitoring/maintenance/service of all equipment listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

*Systems* is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.



