

Valley Business Machines submitted a lower cost (\$81,600 per year) versus \$112,800 per year submitted by TekMate for regularly scheduled technical support services. However, Valley Business Machines appears to provide their support remotely whereas TekMate has an employee on-site at the City of Palmer 40 hours each week. It was unclear how much Valley Business Machines would charge for emergency call-outs. Valley Business Machines would charge \$99 per hour for technical project services related to large projects versus \$125 per hour charged by TekMate.

TekMate provides pricing for a cloud computing environment in their proposal (\$4,328 per month) whereas Valley Business Machines is averse to a cloud computing environment but believes the City of Palmer can benefit from either server consolidation and/or virtualization.

Administration recommendation: Approve action memorandum no. 12-014.

**REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY SUPPORT SERVICES**

The City of Palmer, AK (hereinafter City) is issuing a Request for Proposal (hereinafter RFP) to obtain the services of a qualified firm to provide information technology support services. The City reserves the right to accept or reject any or all proposals or any part of any proposal.

1) GENERAL TERMS AND CONDITIONS

UNDERSTANDING AND VARIATIONS: It is the proposer's responsibility to read and understand the requirements of this RFP. Proposers are required to state exactly what they intend to furnish to the City and must indicate any variation to the terms, conditions, and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this RFP.

- a) **RESPONSES:** All responses to this RFP must comply with the General Conditions.
- b) **SUBMISSION:** The Proposer shall submit one (1) original and six (6) copies of the proposal in person or by mail to the City of Palmer Finance Department, City Hall, 231 W Evergreen Ave., Palmer, AK 99645 by 3:00 p.m. on December 29, 2011. The original proposal must be manually and duly signed in ink by a corporate officer with the authority to bind the bidder by his/her signature.
- c) **PRICES, TERMS, AND CONDITIONS:** All prices, terms, and conditions quoted in the proposal will be firm for acceptance for sixty (60) days from the deadline of submission (December 29, 2011) unless otherwise stated by the City.
- d) **WITHDRAWAL OF PROPOSAL:** Any proposer may withdraw from consideration prior to the bid opening time. The request for withdrawal must be submitted in writing to the City Clerk's Office.
- e) **QUANTITIES:** Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities as required.
- f) **PERFORMANCE:** Failure on the part of the Proposer to comply with the conditions, terms, specifications, and requirements of the RFP shall be just cause for the cancellation of the award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be so stated in the notice. The City shall be the sole judge of nonperformance.
- g) **DEFAULT:** In the event that the successful proposer defaults on the contract or the contract is terminated for cause due to performance, the City reserves the right to obtain the materials or services from the next lowest proposer or other source during the remaining term of the contract. Under this arrangement, the City will charge the proposer any excess cost incurred as a result of the default.

- h) ASSIGNMENT:** The proposer shall not transfer or assign the performance required by the proposal without the prior written consent of the City. Any award issued pursuant to this RFP and moneys that may become due hereunder are not assignable except with written approval of the City.
- i) PREPARATION EXPENSE:** The proposer shall bear all expenses associated with the preparation of the proposal. The proposer shall prepare the proposal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of preparing or presenting the proposal.
- j) OMISSION OF DETAILS:** Omission of any essential details from these specifications will not relieve the proposer of supplying such product(s) as specified.
- k) CLARIFICATION TO TERMS AND CONDITIONS:** The proposer shall examine all documents being submitted and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, requests concerning clarification or solicitation for additional information shall be submitted in writing to the City of Palmer's Finance Department. The City shall not be responsible for oral interpretations given by any City employee or its representative.

The City shall issue a written addendum if substantial changes which impact the submission of the proposal are required. A copy of such addenda will be emailed or distributed via facsimile transmission to each proposer receiving the RFP. Each addendum will also be available on the City's website. It is the bidder's sole responsibility to determine if they have obtained and acknowledged all addenda before the solicitation due date.

2) INTRODUCTION

a) Overview of City operations

The City of Palmer is located 42 miles northeast of Anchorage on the Glenn Highway in the Matanuska Valley. The City government has approximately 80 employees and serves a population of approximately 6,000 residents. The City also provides water and sewer services to some outlying areas. Computer equipment and computer networks are spread out within the City in approximately ten different locations.

b) Overview of Information Technology Support Service Requirements

The City is soliciting proposals for information technology support services related to regularly scheduled technical support, on-site support during normal business hours, emergency after-hours support for critical systems, e-mail technical support, and other services that may be necessary after hours to avoid business interruptions. Said services may include but are not limited to the following:

- Requested repair and/or maintenance for approximately 75 desktop and 10 laptop computers.

- Support for all servers located at various City facilities.
- Support for all network systems located at various City facilities.
- Scheduled maintenance for all of the above including updates, backups and virus protection.
- Identify and evaluate hardware and software needs.
- New hardware/software/system installation.
- Support for all printers and printer networks.
- Firewall configuration as needed.
- Software licensing compliance.
- Network documentation.
- Email hosting with spam and virus filtering.
- Research and recommend solutions for technology needs, compatible with the City's technology architecture, infrastructure, and resource constraints. Solicit quotes and recommend products and vendors.
- Provide strategic planning and oversight of the City's Information Technology (IT) services and contribute to the development and implementation of long-term plans, goals, and objectives to achieve City technology priorities.
- Recommend policies, procedures and standards for implementation and use of IT.
- Emergency repair and maintenance of all hardware and network systems as necessary.
- Service provider shall be onsite within two (2) hours for critical system failures (e.g. Public Safety).

c) City of Palmer Network Infrastructure

Current City of Palmer network infrastructure includes the following:

- Servers
 - ◆ Two (2) Microsoft Exchange Servers (Exchange 2003 PPD, Exchange 2007 City)
 - ◆ Four (4) Active Directory Domain Controllers (server 2003 city and PPD)
 - ◆ Six (6) File and Print Servers (server 2003, 2003r2, 2008)
 - ◆ Incode Finance Server (server 2003)
 - ◆ SQL Server (server 2003 enterprise, SQL server 2008)
 - ◆ Utility Server (server 2003)
 - ◆ Terminal Server (server 2003)
- Infrastructure
 - ◆ Two (2) Watchguard Firebox x750e
 - ◆ Two (2) Barracuda Spam Filters
 - ◆ Two (2) Barracuda Web Filters
 - ◆ One (1) Barracuda Message Arc Hiver
 - ◆ Linksys, and Dell Switches
 - ◆ Six (6) MTA DSL Internet Service
 - ◆ MTA Metronet and Cisco Routers
- Software
 - ◆ Windows XP Pro
 - ◆ Windows Vista Business
 - ◆ Windows 7 Pro

c) City of Palmer Network Infrastructure (continued)

- Software (continued)
 - ◆ Office XP (2003, 2007)
 - ◆ Incode Financial Software
 - ◆ Symantec Anti Virus
 - ◆ Symantec Backup (Exec 11D, 12)
 - ◆ Yosemite Backup 8
 - ◆ AutoCAD Civil 3D
 - ◆ Adobe Standard (Pro 8 and 9, CS5)
 - ◆ Filemaker Pro v5
 - ◆ Cassie
 - ◆ Deep Freeze
 - ◆ Win Select
- Client Computers
 - ◆ Seventy-five (75) Dell Desktops
 - ◆ Ten (10) Dell Laptops
- Backup
 - ◆ Two (2) Quantum LTO 3
 - ◆ Dell PowerVault Removable Media
 - ◆ Barracuda Backup Server

3) Schedule

Request for Proposal Issued	December 11, 2011
Inquiry Due Date	December 16, 2011
Proposal Due Date – by 3:00 p.m. City of Palmer Finance Department, City Hall, 231 W. Evergreen Ave., Palmer, AK 99645	December 29, 2011
Presentation of Proposals	January 16, 2012
Contract Award	February 14, 2012
Contract Begins	February 23, 2012

4) Inquiry

All inquiries must be submitted in writing to Palmer City Hall, Finance Department, 231 W. Evergreen Ave., Palmer, AK 99645 by December 16, 2011 for questions about the engagement and RFP.

A written addendum to the RFP, if required, will be issued by December 16, 2011.

5) Evaluation of Proposals

a) Evaluation Criteria

Proposals will be consistently evaluated and scored on the criteria identified below. The evaluation criteria may not be listed in order of priority. The objective of this RFP is to ensure the selection of services is adequate in all respects. Proposals will be evaluated on a weighted average of all evaluation criteria. The relative weights of evaluation criteria will not be disclosed prior to proposal submission and will not be disclosed until and unless a contract is awarded.

Proposers must provide a response to the following evaluation criteria in their Statement of Work:

- i) Proposers company/organizational overview
- ii) Proposers project methodology
- iii) Approach to maintenance support
- iv) Maintenance and warranty capabilities
- v) Technical skills and certifications of staff
- vi) Vendor certifications and alliances
- vii) Organizational stability, dependability, geographical location, length of time in business, corporation and professional demeanor
- viii) Proposer's service and support offerings
- ix) Ability to respond to City's need for technology support services related to regularly scheduled technical support, as-needed call-out and emergency support, and other IT services as listed in Section 6.d through 6.e Statement of Work.
- x) Proposer's past performance history of comparable work
- xi) Length of time and experience the proposer has performed such work
- xii) Quality of performance on previous projects and comparable services
- xiii) Proposer's past response time to emergencies and other call outs
- xiv) Proposer's ability to obtain competitive pricing on hardware and software needs of the City of Palmer
- xv) Technical project capabilities
- xvi) Strategic planning capabilities including ability to transform the City of Palmer to a cloud computing, virtualization or other computer environment that offers long term savings and efficiencies
- xvii) Business references
- xviii) Cost:
 - (1) Each proposal will be examined to determine whether the calculations shown on the various cost schedules are accurate.
 - (2) The City may reject any cost proposal that is incomplete and/or in which there are significant inconsistencies or inaccuracies on cost schedules.

6) Statement of Work

Proposers must respond with their history as well as their capabilities for each of the following services:

a) Organization History and Location

Address the history of the organization, how long the organization has been in business, the number, size, and type of clients serviced, as well as business location(s).

b) Staff Experience, Certifications, and Skills

Address the staff who would be assigned to this engagement including their experience, certifications, technical skills, unique abilities, and past engagements similar to the City of Palmer in terms of IT infrastructure and size. Include at least three work references for each staff member to be assigned to this engagement.

c) Network Support Capabilities

Address the support capabilities for the network infrastructure as outlined in 2 c) **City of Palmer Network Infrastructure**. Include a listing of clients with similar infrastructure and at least four (4) references of clients with similar infrastructure.

d) Regularly Scheduled Technical Support Services

- i) Address the support capabilities and methodology that will be used to support the City's current need of technical support of five 8-hour days per week.
- ii) Provide a fee schedule.

e) As-needed Call-out Support Services

- i) Address the support capabilities and methodology that will be used to support the City's need for as-needed call-out support outside of the regularly scheduled support service. This will include response times for emergency and non-emergency requests.
- ii) Provide a fee schedule.

f) Procurement of Hardware and Software for City of Palmer

- i) Address the ability to obtain hardware and software at competitive pricing.
- ii) Address the ability to obtain hardware and software in an expedient fashion after the need for said hardware/software is identified.

g) Technical Project Services

- i) Describe technical project capabilities and provide at least three (3) project references including research and recommended solutions for technology needs.
- ii) Provide a fee schedule.

h) Strategic Planning and Oversight of IT Services

- i) Describe strategic planning capabilities and provide at least three (3) strategic planning references, and how the planning contributed to the long-term plans, goals and objectives to achieve the technology priorities for the entity being serviced.
- ii) Describe the capabilities and knowledge of your firm to converting the City of Palmer to a cloud computing, virtualization or other computer environment from our existing computer environment. List any clients with telephone numbers that you have converted to a different computer environment. Detail the effect of cloud computing , virtualization or other methods to reduce overall costs to the City of Palmer and advantages/disadvantages to doing so .
- iii) Provide a fee schedule.

i) Other Information Technology Services

Describe capabilities, delivery methodology, and fee methodologies, as appropriate, for the following services:

- i) On-line payment solutions for utilities, taxes, and fees.
- ii) Business application training.
- iii) Remote support.

j) Subcontractor Disclosure

If utilizing subcontractor(s), proposer will include the appropriate subcontractor information in the response to the Statement of Work so the subcontractor(s) can be evaluated based on the same evaluation criteria as the main contractor.

7) Selection Process**a) The Finance Department will receive all proposals.**

The Finance Department will review the proposals and forward the top proposals to a selection committee comprised of four City representatives from various departments. A maximum of three proposals will be sent to the selection committee.

b) The selected companies will be invited to an interview with the selection committee.

The City will notify those companies selected for the interview process and will schedule interviews for January 16, 2012, and possibly January 17.

- i) No more than three (3) people may be part of the Company's presentation team.
- ii) Presentations will be allowed a maximum of 45 minutes each, with 15 minutes additional time available for questions and answers after the presentation.
- iv) No competing company will be allowed to attend the presentation of another company.

8) Final Selection

The final selection of the successful proposer will be made by the City of Palmer Council at a regularly scheduled meeting on February 14, 2012. The successful proposer will be notified in writing.

9) Miscellaneous

a) City Prerogatives

The City of Palmer reserves the right to award the contract to the responsible company whose proposal is judged to be in the best interests of the City, with the City being the sole judge thereof; to negotiate with any or all proposers; to reject any or all proposals, in whole or in any part thereof; and to waive any minor technicalities or informalities in accordance with the City's determination of its own best interest.

b) Venue

Any dispute or controversy arising out of this Request for Proposals shall be governed by the laws of the State of Alaska, and venue shall be in Palmer, Alaska only.

PLEASE NOTE: FAILURE TO COMPLY WITH ANY PART OF THIS REQUEST FOR PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

PROPOSER INFORMATION SHEET FOR IT SUPPORT RFP

Proposer must complete all of the requested information in the space provided below. Please type or print your response.

Firm Name	
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Street Address	
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City, State, Zip Code	
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Contact Person for Questions/Contract Negotiations (include address if different than above)	
Name:	Title:
	E-mail Address:

Telephone Number for Contact Person for Questions/Contract Negotiations		
Area Code:	Number:	Extension:

Facsimile Number	
Area Code:	Number:

Toll Free Number Information (if available) for Contact Person		
Area Code:	Number:	Extension

Name of Individual Authorized to Bind the Organization/Sign Contract	
Name:	Title:

Signature (Must be in blue ink and individual must be authorized to bind the organization)	
Signature:	Date:

INFORMATION TECHNOLOGY SUPPORT SERVICES
RFP EVALUATION-Technical

Firm Name TekMate

<u>Criteria</u>	<u>Maximum Points</u>	<u>Reviewer</u>			
		<u>Shayne LaCroix</u>	<u>David Meneses</u>	<u>Brant Mursch</u>	<u>Ailis Vann</u>
Organization History and Location	10	<u>9</u>	<u>8</u>	<u>9</u>	<u>7</u>
Staff Experience, Certifications, and Skills	10	<u>10</u>	<u>9</u>	<u>10</u>	<u>8</u>
Network Support Capabilities	10	<u>7</u>	<u>9</u>	<u>7</u>	<u>8</u>
Regularly Scheduled Technical Support Services	10	<u>9</u>	<u>9</u>	<u>7</u>	<u>6</u>
As-needed Call-out Support Services	10	<u>10</u>	<u>9</u>	<u>9</u>	<u>6</u>
Procurement of Hardware and Software	10	<u>8</u>	<u>9</u>	<u>7</u>	<u>7</u>
Technical Project Services	10	<u>10</u>	<u>9</u>	<u>9</u>	<u>8</u>
Strategic Planning and Oversight	10	<u>10</u>	<u>9</u>	<u>9</u>	<u>8</u>
Other Information Technology Services	10	<u>10</u>	<u>9</u>	<u>7</u>	<u>9</u>
	TOTAL	<u>83</u>	<u>80</u>	<u>74</u>	<u>67</u>
	GRAND TOTAL		<u>304</u>		

INFORMATION TECHNOLOGY SUPPORT SERVICES
RFP EVALUATION-Technical

Firm Name Valley Business Machines

<u>Criteria</u>	<u>Maximum Points</u>	<u>Reviewer</u>			
		<u>Shayne LaCroix</u>	<u>David Meneses</u>	<u>Brant Mursch</u>	<u>Allis Vann</u>
Organization History and Location	10	<u>5</u>	<u>7</u>	<u>8</u>	<u>8</u>
Staff Experience, Certifications, and Skills	10	<u>5</u>	<u>4</u>	<u>5</u>	<u>7</u>
Network Support Capabilities	10	<u>4</u>	<u>6</u>	<u>6</u>	<u>8</u>
Regularly Scheduled Technical Support Services	10	<u>6</u>	<u>8</u>	<u>9</u>	<u>5</u>
As-needed Call-out Support Services	10	<u>0</u>	<u>6</u>	<u>6</u>	<u>5</u>
Procurement of Hardware and Software	10	<u>6</u>	<u>3</u>	<u>5</u>	<u>7</u>
Technical Project Services	10	<u>4</u>	<u>3</u>	<u>5</u>	<u>7</u>
Strategic Planning and Oversight	10	<u>5</u>	<u>3</u>	<u>6</u>	<u>8</u>
Other Information Technology Services	10	<u>5</u>	<u>3</u>	<u>7</u>	<u>6</u>
	TOTAL	<u>40</u>	<u>43</u>	<u>57</u>	<u>61</u>
	GRAND TOTAL		<u>201</u>		

PROFESSIONAL SERVICES AGREEMENT

Information Technology Support Services

THIS AGREEMENT made and entered into this 23 day of February 2012, by and between the City of Palmer, Alaska, a municipal corporation (City) and TekMate LLC.

Section 1. Definition

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Consultant" means TekMate LLC.
- C. The term "Manager" means the manager of the City of Palmer or his authorized representative.

Section 2. Employment of Consultant

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 3. Consultants Representation and Warranty, and Manner of Performance

- A. Consultant hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Consultant is a professional in the subject area in which services are to be provided and the Consultant has more than adequate experience, skill, knowledge and competence to perform the services set forth in this agreement.
- B. Consultant accepts the relationship of trust and confidence between it and the City. Consultant covenants to perform its services under this agreement with due diligence, due care, and in a good and professional manner.

Section 4. Scope of Services

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

Section 5. Personnel

Personnel shall be limited to employees of TekMate LLC.

Section 6. Time of Performance

The services of the Consultant shall commence upon execution of this Agreement by the City and shall be completed by February 22, 2015. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 7. Compensation

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding \$338,400 for regularly

scheduled technical support services as set forth in Appendix "A," attached hereto and incorporated herein by reference, for services required by this Agreement. Additional services for as-needed call-out support services and technical project services will be billed at \$125 per hour as necessary.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 8. Method and Time of Payment

A. The City will pay to the Consultant the amount set forth in Appendix "A" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "A". If not identified within Appendix "A", normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., scheduled technical support, as-needed call-out support, technical project services).

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.

C. All invoices must be submitted and addressed as follows: *City of Palmer, 231 West Evergreen Avenue, Palmer, Alaska 99645*

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed THREE-HUNDRED-THIRTY-EIGHT-THOUSAND-FOUR-HUNDRED DOLLARS [\$338,400] for regularly scheduled technical support services. Additional fees may be paid for necessary as-needed call-out support services and technical project services at the rate of \$125 per hour.

Section 9. Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 10. Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" of this Agreement

only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 11. Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control, as used in this section, means anyone or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 12. Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

Section 13. Equal Employment Opportunity

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

C. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 13 (A) for applicants for employment and employees as the City may require.

Section 14. Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 15. Assignability

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 16. Interest of Consultant

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 17. Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to *or* prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 18. Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 19. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 20. Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Section 21. Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 22. Permits, Laws and Taxes

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 23. Relationship of the Parties

The Consultant shall perform its obligations hereunder as an independent Consultant of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 24. Agreement Administration

A. The City Manager, or their designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the *Consultant* shall be administered, supervised, and directed by Shawn Fuller. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Palmer.

Section 25. Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

1. Consultant's response to City of Palmer Request for Proposal for Information Technology Support Services

Section 26. Defense and Indemnification

A. Consultant shall defend, indemnify and hold harmless and save the City, its elected officials, officers, employees, representatives and agents, from and against any and all claims, actions,

suits, proceedings, claims, demands, losses, costs and expenses, or liability of any nature, kind or character, including legal costs and owed by the City and for errors and omissions committed by Consultant, its officers, employees, independent consultants and agents, which may arise out of Consultant's performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or that of its officers or employees.

B. The Consultant shall be responsible under *this* clause for any and all legal actions or claims of any character *resulting* from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Consultant's or Consultant's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Consultant shall not be responsible for any damages or claim arising from the sale negligence or willful misconduct of the City, its agents, or employees.

C. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, age, liability, loss, cost or expense described herein.

D. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

Section 27. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 28. Consultant Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Consultant shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 01/96) covering Commercial General Liability.

2. Insurance Services office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project. If the general liability insurance is written on a claims form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$100,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily injury by Accident	Bodily	Injury by Disease	Bodily	Injury by Disease -
\$1,000,000 ea. accident		\$1,000,000 ea. employee		\$1,000,000 policy limit

4. Professional Liability:

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claims form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

c. The Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subcontractor for the City.

3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Consultant to the attention of the City's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement, which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 29. Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 30. Understanding

The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 31. Compliance with Law

Consultant shall comply with all applicable federal, State of Alaska and City laws, regulations, statutes and ordinances in performing its duties hereunder.

Section 32. Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City:
City of Palmer
231 West Evergreen Avenue
Palmer, Alaska 99645

Consultant:
TekMate LLC
Attention: Shawn Fuller, President & CEO
4111 Minnesota Drive
Anchorage, AK 99503

Section 33. Consultants Violations of Tax Obligations

A. Any consultant in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business,

organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under Agreement between the City and the same.

Section 34. Fund Verification

Fund source and verification of funds for this project:

Funding Source: _____

Verified by: _____ Date: _____

CITY OF PALMER

TekMate LLC

Douglas B. Griffin, City Manager

Shawn Fuller, President & CEO

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 201____, Shawn Fuller personally appeared before me,

- 1. [] who is personally known to me
- 2. [] whose identity I proved on the basis of _____
- 3. [] whose identity I proved on the oath/affirmation of _____,
 a credible witness

to be the signer of the Agreement for _____ and he acknowledged that he signed it.

Notary Public
My Commission expires _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 201____, Douglas B. Griffin personally appeared before me, who is personally known to me to be the signer of the above document and he acknowledged that he signed it on the behalf of the City of Palmer.

Notary Public
My Commission expires _____

APPENDIX A SCOPE OF WORK AND COMPENSATION

The Consultant will provide information technology support services related to regularly scheduled technical support (8:00 a.m. – 5:00 p.m. Monday through Friday except City holidays), on-site support during normal business hours, emergency after-hours technical support for critical systems, e-mail technical support, and other services that may be necessary after hours to avoid business interruptions. Regularly scheduled technical support shall include all duties listed below performed during regularly scheduled technical support hours.

DUTIES

These duties will include, but not be limited to:

1. Requested repair and/or maintenance for approximately 75 desktop and 10 laptop computers.
2. Support for all servers located at various City facilities.
3. Support for all network systems located at various City facilities.
4. Scheduled maintenance for all of the above including updates, backups and virus protection.
5. Identify and evaluate hardware and software needs.
6. Application training on all current business applications in use today.
7. New hardware/software/system installation.
8. Support for all printers and printer networks.
9. Firewall configuration as needed.
10. Software licensing compliance.
11. Network documentation.
12. Email hosting with spam and virus filtering.
13. Research and recommend solutions for technology needs, compatible with the City's technology architecture, infrastructure, and resource constraints. Solicit quotes and recommend products and vendors.
14. Provide strategic planning and oversight of the City's Information Technology (IT) services and contribute to the development and implementation of long-term plans, goals, and objectives to achieve City technology priorities.
15. Recommend policies, procedures and standards for implementation and use of IT.
16. Emergency repair and maintenance of all hardware and network systems as necessary.
17. Service provider shall be onsite within two (2) hours for critical system failures (e.g. Public Safety).

COMPENSATION

1. Monthly rate for technical support is \$9,400.00. The technical support total not to exceed \$338,400 for three-year contract.
2. As-needed call-out support services rate is \$125 per hour.
3. As-needed technical project services performed outside of regularly scheduled technical support rate is \$125 per hour.
4. Any additional services to be provided via a separate contract.