

Non-Code Ordinance

By: Finance

Introduced: September 9, 2013

Public Hearing: September 23, 2013

Adopted: September 23, 2013

Vote: Buswell, Harris, Sullivan-Leonard, Wall and Woodruff in favor

**CITY OF WASILLA
ORDINANCE SERIAL NO. 13-28**

An ordinance of the Wasilla City Council amending the Fiscal Year 2014 budget by appropriating \$41,592 from the Technology Replacement Fund, Fund Balance, as an appropriation to Moss Adams for the purpose of an IT review, security testing and summary report to Council.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose.

Section 3. Appropriation of Funds. The funds are appropriated to the following:

Construction Services/IT Review	170-4181-499.45.08	\$41,592
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Section 4. Source of Funds.

Technology Replacement Fund, Fund Balance	170-0000-253.20.00	\$41,592
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Section 5. Effective date. This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on September 23, 2013.


BERT L. COTTLE, Deputy Administrator

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

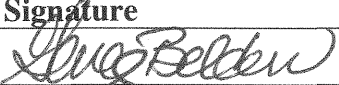




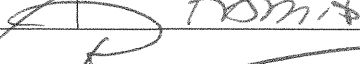
CITY COUNCIL LEGISLATION STAFF REPORT


Ordinance Serial No. 13-28: Amending the Fiscal Year 2014 budget by appropriating \$41,592 from the Technology Replacement Fund, Fund Balance, as an appropriation to Moss Adams for the purpose of an IT review, security testing and summary report to Council.

Originator: Troy Tankersley, Director of Finance

Date: 8/22/2013

Agenda of: 9/9/2013

Route to:	Department Head	Signature	Date
X	Chief of Police		9/27/13
X	Public Works Director		8/27/13
X	Recreation & Cultural Services Director		8/28/2013
X	Finance Director		8-27-13
X	Deputy Administrator		8/28/13
X	City Clerk		8/27/13

Reviewed by Mayor Verne E. Rupright: 

Fiscal Impact: yes or no

Funds Available: yes or no

Account name/number:

Construction Services/IT Review 170-4181-499.45.08

\$41,592

Attachments: RFQ 0520-0-2013/AD Independent Audit/Assessment of Information Technology (11 pages)

RFQ Score Sheet (1 page)

Summary Statement: The City issued an RFQ for an Independent Audit/Assessment of Information Technology (IT) on May 20, 2013. We received four (4) responses. Responses from CTG, Resource Data Inc., Matrix Consulting Group, and Moss Adams were reviewed and scored by the Director of Finance, the City Planner, and the Network Support Specialist. Moss Adams received the highest score. The cost for this review includes not only hardware/software structure, but network review as well at all locations (\$37,922). Security penetration testing of the network perimeter and wireless is also planned (\$1,900). An in-person presentation to Council of report findings is also anticipated (\$1,770). Fund balance at June 30, 2013 for the Technology Replacement Fund is \$424,026.

The City has never had an IT review or security testing (other than WPD) done in prior years. With the contract for IT services up for renewal in April of 2014, it has been suggested that a

review such as this could provide the City insight in IT services and budgetary understanding when the next RFP process is written, scored and submitted to Council for decision.

At the August 23, 2013 Council meeting, Finance will bring forth an Action Memorandum to proceed with issuing a contract to Moss Adams for an IT review, security testing and summary report to Council. Contingent upon passage of this Ordinance 13-28, Finance will recommend approval of that action memorandum.

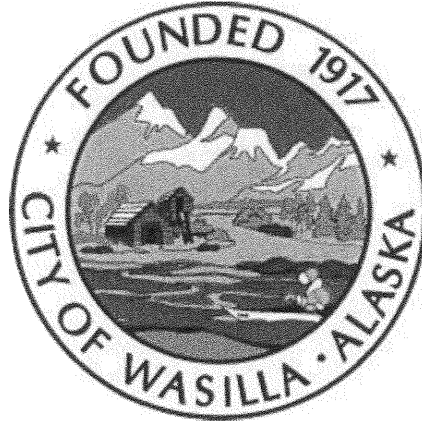
Staff Recommendation: Introduce and set for public hearing Ordinance Serial No. 13-28.

CITY OF WASILLA

• Purchasing •

290 East Herning Avenue • Wasilla • Alaska • 99654-7091

• Telephone 907-373-9010 • Fax 907-373-9011 •



REQUEST FOR QUALIFICATIONS

RFQ 0520-0-2013/AD
Independent Audit/Assessment of
Information Technology

RELEASE DATE

May 20, 2013

SUBMISSION DEADLINE

June 21, 2013 at 3:00pm

A firm that submits a proposal **MUST** be on the official City of Wasilla plansholder list which is maintained at:

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=712050.

Failure of a firm to be on the list will be cause for their proposal to be deemed non-responsive.

In addition, any copies of this proposal, attachments or addendums obtained from any source other than

www.cityofwasilla.com/purchasing or the City of Wasilla Purchasing Officer are not valid.

For additional information, please contact:
April Dwyer, Purchasing/Contracting Officer
(907) 373-9047

Independent Audit/Assessment of Information Technology

The City of Wasilla is requesting applications from firms qualified in auditing and assessing the standings of an organizations' Information Technology (IT) infrastructure.

The following subjects are discussed in this RFQ to assist you in preparing your proposal.

- I. Introduction
- II. Scope of Services
- III. Hardware/Software
- IV. Proposal Format and Content
- V. Evaluation Criteria and Selection Process

I. Introduction

The City of Wasilla would like to assess the state of our current IT structure, software, and hardware. The City of Wasilla has multiple sites: City Hall, Museum, Library, Wasilla Police Department, Sports Complex, and a Water/Sewer Plant that house various software and hardware.

II. Scope of Service

This project will complete an audit of the City of Wasilla IT infrastructure. The assessment will record all hardware along with its age and condition, all software along with the release versions and any patches that have been applied, and should make reference to the business processes that are supported by the technology. Identify deficiencies in the existing technology; including security, and propose your recommended corrections and cost estimates for those corrections. Interview sites managers/users with the goal of exposing all the ways the current technology supports or fails to support the current needs of City users. Document all known and perceived deficiencies.

A written report will be submitted to the City noting the findings and conclusions in a comprehensive document that includes your technology survey, a listing of deficiencies and the effects these have on the site's function, along with your recommendation and cost estimates for upgrades, if any. If you recommend any new hardware or software be purchased or licensed, provide the supporting rationale and terms of improvements to business functions that will result. State your findings of the City's current IT standing, state your projection of where the City should be within the next 5-10 years, and how much the City should invest annually to achieve that goal. In all cases provide the estimated costs of any changes you recommend.

III. Hardware/Software

Below is a list of the hardware/software that is currently in use. This list may not be all-inclusive:

Hardware

Servers: 25 - 8 of which are HP Blade Servers to include the Storage Area Network.

Switches: 7

Ciscos: 15

Firewalls: 3

Wireless Network: Data Radio/Radio IP Wireless network for the Mobile Data Terminals in Police Cars

Desktop PC's/Workstations: 120 to include HP Thin Clients/Thin Blades

Latops: 30

Cell Phones: 40

Video Surveillance: 3 servers and 20 plus cameras

Software

Office Suite; AS400, Navaline, iSeries IBM v6r1 support; Tiburon Computer Aided Dispatch and Records Management Software (Dispatch and Police); Crystal Reports; Adobe Professional; PhotoShop; CIMS (cemetery); PastPerfect (museum archive); Cassie (Library); Workflows (Library) Sire (Clerks); Map 3D AutoCad software installation and licensing support (including licensing server); ArcGis software installation and licensing support; Treeworks (parks program); Trimms (PW facilities work orders); Manager Plus (PW Utilities work order) MaxSolutions (CMMSC facilities scheduling); FTR (Clerks meeting recording); MS Sharepoint server support; Vmware installation and management of virtual server and desktop environment; Network scanning; Designjet Plotter and scanner basic support; Video Server and DVR surveillance camera support; PCAnywhere; Avaya Phone System support; Active Directory and Exchange Server Administration; Windows Xp, 7, and 8; Dragon speaking software; Altirus; Backup Exec (Symantec); Watchguard; Microsoft Sql; VoicePrint; Microdata 911 and PFD Garnishment database.

IV. Proposal Format and Content

PROPOSAL FORMAT

- A. Letter of Transmittal (1 page). The letter shall identify the project for which the proposal has been prepared; briefly state the firm's understanding of the services to be provided; make a positive commitment to provide the services specified; and give the name, title, address, and phone number of the person(s) authorized to make representations for the firm/team. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm/team.
- B. Narrative
 1. Brief description of the team or individuals including their experience. Brief resumes of the lead personnel and of the key technical personnel and relate that experience to this project. Include the portion of this contract each person would be working upon. (3 pages maximum)
 2. Provide a list of relevant projects completed by or under the direction of the individual or firm submitting the proposal. Provide three client references with contact information.

(2 pages maximum)

3. Describe your understanding of the project, suggest a work plan and schedule you intend to follow in order to complete the project in a timely manner. (2 pages maximum)

C. Cost Proposal and Fee Schedule

1. Submit a cost estimate to perform the work based on the scope of services and general requirements previously described. (1 page maximum)
2. Provide an exact statement of the services to be provided within the fee proposal and fee schedule to be used in billing for services. (1 page maximum)

Submit one (1) original and three (3) copies of the RFQ in an opaque envelope marked as follows:

**Independent Audit of Information Technology Infrastructure
Purchasing/Contracting Officer
RFQ Due Date: June 21, 2013 at 3:00pm**

**The Proposals shall be addressed to: City of Wasilla
Purchasing/Contracting Officer
April Dwyer
290 E. Herning Avenue
Wasilla, Alaska 99654**

Proposals shall be received at the office of the Finance Department until 3pm on June 21, 2013.

V. Evaluation Criteria and Selection Process

A selection committee will evaluate the proposals and make a recommendation to the Mayor based on the highest scored proposal.

The committee will use the following criteria in deriving a score for each proposal:

- a. Qualifications and Experience of the Firm/Team.
As presented in the proposal.
25 points maximum score.
- b. Qualifications and Experience of the Project Manager.
The project manager is the person who will actually be directly involved in managing the day to day activities. The project manager is not the principal-in-charge unless the principal is actually formulating the work.
25 Points maximum score.
- c. Quality of Proposal.

Does the proposal express a clear understanding of the scope of work? Does it contain all information requested in the RFP?
25 points maximum score.

d. Fee Proposal

The fee proposal points shall be awarded based on the following formula:

$$\frac{\text{Lowest Sum Proposal}}{\text{Proposer's Sum Proposal}} \times 25 \text{ points} = \text{Fee Proposal Points}$$

TOTAL POSSIBLE POINTS = 100

Attachment A

CONTRACT FOR PROFESSIONAL SERVICES

A Contract Between

City of Wasilla

290 E. Herning Avenue

Wasilla, AK 99654

Ph. (907) 373-9047 Fax (907) 373-9046

And

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXX
XXXXXXXXXX

WHEREAS, WMC 5.08.030 authorizes elective the Mayor or the Mayor's designee to engage, subject to the approval of the City Council, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the City of Wasilla;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Mayor and/or Wasilla City Council.
2. DEFINITIONS. "City" means the City of Wasilla and any city agency identified herein. "Independent Contractor" means _____ which is an entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective from _____ thru _____, unless sooner terminated by either party as specified in paragraph (9).
4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:
 - a. ATTACHMENTS:
 - i. CITY XXX
 - ii. PROPOSER XXX
 - iii. PROPOSER XXX
6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a total maximum cost as specified in the _____ Proposal to Provide _____ – Cost Proposal dated _____ for the scope of work as described in the referenced RFP on pages ___ and will be paid _____. The City does not agree to reimburse Contractor for any other expenses except those submitted in a change order. Any intervening end to appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than July 15 of the same year. A billing submitted after July 15, which forces the City to process the billing as a stale claim, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the City of processing the billing as a stale claim and that this amount will be deducted from the payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by a City audit representative or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. General Termination. This contract may be terminated by the City for any reason upon thirty (30) days written notice prior to the date such termination is effective. In the event the City exercises its right to termination of this agreement pursuant to this section, all finished or unfinished reports or other material prepared by Consultant under this contract shall, at the option of the City, become its property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials before the date termination is effective. Such compensation shall not be in addition to payment provided to the Consultant under this agreement.
- b. City Termination for Nonappropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council, State Legislature and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, City, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with paragraph (21).
11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$175 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
12. LIMITED LIABILITY. The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold City harmless from, and defend City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
16. INSURANCE SCHEDULE. Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:
- a. Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and

- b. The City has approved the insurance policies provided by the Contractor.
- c. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.
- d. Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
 - i. Final acceptance by the City of the completion of this Contract; or
 - ii. Such time as the insurance is no longer required by the City under the terms of this Contract.
- e. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.
- f. *Workers' Compensation and Employer's Liability Insurance*
 - i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
 - ii. Employer's Liability insurance with a minimum limit of:
 - 1. Bodily Injury by Accident - \$100,000 per accident
 - 2. Bodily Injury by Disease - \$100,000 per employee
 - 3. Bodily Injury by Disease - \$500,000 policy limit
 - iii. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- g. *Commercial General Liability Insurance*
 - i. Minimum Limits required:
 - 1. \$2,000,000 General Aggregate
 - 2. \$1,000,000 Products & Completed Operations Aggregate
 - 3. \$1,000,000 Personal and Advertising Injury
 - 4. \$1,000,000 Each Occurrence
- h. *Business Automobile Liability Insurance*
 - i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- i. *Professional Errors & Omissions Liability Insurance*
 - i. Minimum Limit required: \$1,000,000 per claim/\$1,000,000 aggregate
 - ii. Retroactive date: Prior to commencement of the performance of the contract
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.
- j. *Umbrella or Excess Liability Insurance*
 - i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to city it is "As Broad as Primary Policy"
- k. *General Requirements:*
 - i. Additional Insured: By endorsement to the general liability, automobile and umbrella/excess liability insurance policy evidenced by Contractor, *The City of Wasilla, its officers, employees and immune contractors* shall be named as additional insureds for all liability arising from the Contract.
 - ii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
 - iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

- l. Policy Cancellation: Except for twenty (20) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without sixty (60) days prior written notice to the City of Wasilla, c/o Purchasing/Contracting Officer, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown above.
 - m. Approved Insurer: Each insurance policy shall be:
 - i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City.
 - ii. Currently rated by A.M. Best as "A-VII" or better.
 - n. Evidence of Insurance: Prior to the start of any Work, Contractor must provide the following document(s) to the City:
 - i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - o. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
 - p. **Mail all required insurance documents to the City address (ATTN: PURCHASING OFFICER) identified on page one of the contract.**
 - q. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set off against consideration due any delinquent government obligation.
17. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 18. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 19. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
 20. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
 21. PUBLIC RECORDS. Pursuant to WMC 5.08.120(F), information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Section 9.18 of the RFP, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

22. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
23. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
24. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, City or local agency, legislature, commission, council or board;
 - b. Any federal, state, City or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, City or local agency; legislature, commission, council or board.
25. WARRANTIES.
- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the City. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.
26. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Mayor and/or City Council and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
27. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the City of Wasilla, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Any civil action to enforce this Contract shall be brought in the trial courts for the State of Alaska at Palmer, Alaska.
28. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Mayor and/or City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

VENDOR

Date

APPROVED:

Verne E. Rupright, Mayor
City of Wasilla

Date

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public for the State of _____

My commission expires _____

Proposals received from:

- 1 Date/Time proposal received
- 2 Is there (1) original proposal?
- 3 Is there (3) identical copies?
- 4 Is the Letter of Transmittal signed?

CTG		Resource Data Inc	Matrix Consulting Group	Moss Adams
	6/21 @ 10:04am	6/20 @ 3:00pm	6/21 @ 2:50pm	6/21 @ 2:50pm
	X	X	X	X
	X	X	X	X
	X	X	X	X

Scoring:

1 Firm experience & Firm stability (25 points)

* as represented in the proposal

2 Qualifications and Experience of the PM (25 points)

* The project manager is the person who will actually be directly involved in managing the day to day activities

The project manager is NOT the principal-in-charge unless the principal is actually formulating the work.

3 Quality of Proposal (25 points)

* Does the proposal express a clear understanding of the scope of work? Does it contain all information requested in the RFQ?

Total Score Without Cost:

CTG	RESOURCE DATA INC	MATRIX CONSULTING GROUP	MOSS ADAMS
68	69	60	75
68	67	55	75
70	75	57	73
206	211	172	223

4 Cost (25 points)

The lowest total cost is assigned 25 points.
 The fee points are awarded based on the following formula. Lowest Sum Proposal / Proposer's Sum Proposal X 25 points = Fee Proposal Points

Total Score With Cost:

CTG	RESOURCE DATA INC	MATRIX CONSULTING GROUP	MOSS ADAMS
18	17	19	25
224	228	191	248