

CITY OF MADRAS
Proposal Advertisement
Request for Proposals
Information Technology Management and Support Services

NOTICE IS HEREBY GIVEN that City of Madras (“City”) is requesting sealed proposals from qualified firms or individuals to provide information technology management and support services.

Interested parties may obtain a copy of the Request for Proposals (the “RFP”) and all related documents) documents on City’s website at <https://www.ci.madras.or.us/>. Interested parties may receive a hardcopy of the RFP and all related documents at Madras City Hall, 125 SW E Street, Madras, Oregon 97741.

All proposals must be sealed in an opaque envelope or package and must be submitted to Community Development Director, Nicholas Snead by mail or hand delivery at 125 SW E Street, Madras, Oregon 97741 by 2:00 p.m., Tuesday, March 27, 2024. City will not consider any proposal received after the stated date and time, that is incomplete, and/or that is not submitted in the proper manner and format. Proposals must be clearly marked “Information Technology Management and Support Services Proposal.”

City of Madras
125 SW "E" Street
Madras, OR 97741
541-475-2344
An Equal Opportunity Provider

Request for Proposals
Information Technology Management and Support Services

Issue Date: February 13, 2024

Proposals Due Date: March 27, 2024

1. Introduction:

The City of Madras (City) is soliciting proposals from qualified professional individuals and/or companies to provide information technology (IT) management and support services. The selected proposer will be the point person responsible for management of all of the City's IT needs. The selected proposer will enable the City to maintain and improve the IT system, improve quality of service, minimize support costs, and maximize return on investment in IT assets. The nature of the service will be ongoing support and coordination of the City's IT system to ensure proper implementation of new technologies, general maintenance, and troubleshooting of the City's IT system. It is the general intent of the City that the selected proposer performs routine maintenance and updates to the IT system, as well as providing a needed resource for both the end user of the IT system and staff.

2. Background Information:

The City of Madras is a municipality with 40 employees including those employed in law enforcement, public works, wastewater facilities, its own airport, golf course, and various other programs and services. In 2013, the City marked a significant milestone by relocating to a new Police Station/City Hall. Since then, City has enjoyed high availability of infrastructure, fault tolerance, disaster recovery, and business continuity. City is committed to modernized, secure, and efficient public service operations.

City currently has computer hardware equipment located in the following five primary locations:

1. Police Station/City Hall
2. Public Works "B" Street
3. South Wastewater Plant
4. Madras Municipal Airport
5. Desert Peaks Golf Course Clubhouse and Shop.

Throughout these facilities, the City maintains approximately:

- 11 Servers (City Hall/PD=1, Azure=2, Virtual=8)
- 90 Personal Computers (Laptops & Desktops)
- 11 Printers/Scanners
- 7 Firewalls and Locations (City Hall=3, Public Works=1, Wastewater=1, Airport=1, Golf Course=1)
- 14 Wireless Access Points and Locations (City Hall/PD=7, Public Works=2, Wastewater=1, Airport=2, Golf Course=2)

- 9 Switches & Locations (City Hall/PD=4, Public Works=1, Golf Course=1, Airport=1, Info Unavailable remotely=2)
- 11 Networked Uninterruptible Power Supplies (UPS)
- 1 Network Attached Storage (NAS) (City Hall/PD)
- 4 Other Controllers/Devices
- 17 Surveillance Cameras (Reception-CH=1, Traffic Circles=3, Skate Park =4, City Hall/PD=9)

3. Scope of Work:

The primary scope of work is to provide and/or perform: (a) proactive and predictive IT management and support services, (b) routine preventative maintenance services, (c) recommendations concerning system improvements and cost savings, (d) improved system reliability and capabilities, and (e) technical support for future designs and purchases of equipment, software, and license agreements. Additional services include business consulting, project management, procurement as a service, vendor liaison and management services, desk and operations monitoring. This includes 24/7 service with immediate response and service required for the Police Department.

The selected proposer will establish and maintain the City's independent email account and ensure each City employee can appropriately establish and maintain an email account. Below is a detailed list of the IT support and services to be provided by the selected proposer:

A. IT Manager

The selected proposer will oversee all of the City's IT systems and be the point of contact for anything related to IT. This includes being responsible for scheduling any maintenance needed for internet service equipment, software, hardware, and telephone system. The City needs an effective IT manager who will make sure the City has a reliable service that meets City's needs while being the most cost effective. The selected proposer must be capable of effectively communicating and resolving problems with people with little background in IT.

B. Initial Assessment

The selected proposer will provide a detailed written report within 45 days after commencement of the contract, and by January 15th of each year thereafter during the term of the contract, containing an analysis of the City's computer infrastructure (i.e., computer hardware, software, and peripheral IT devices and equipment). The written report will contain an analysis of all license agreements and an evaluation of equipment efficiency, life expectancy, capacity, speed, and current processes, and cost structure for any needed acquisitions of the IT system. The written report will also contain recommendations to improve the City's entire IT system including, without limitation, City's network, hardware, software, and license agreements.

C. Desktop Applications Support

The selected proposer will perform basic support functions, including setting up and maintaining desktops, laptops, personal digital assistants, mobile phone support, network printers, and standalone printers as well as other computer peripherals and office automated software. Coordination with and maintain the police department's Executive Information System (EIS) and other related software and hardware. The selected proposer will diagnose and correct desktop application problems, configure all computers for standard applications, and identify and correct end user hardware problems (including, without limitation, performing advanced troubleshooting). The selected proposer will

update and maintain an inventory and configuration of all computer-related hardware and software and make the same available to City staff upon request.

D. Server and Workstation Administration Services

The selected proposer will manage City's computer network and associated hardware, software, and communications and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. The selected proposer will monitor server performance and capacity management services.

The selected proposer will ensure scheduled preventive maintenance is promptly performed and develop daily back-up plans and procedural documentation. The selected proposer will be responsible for configuration management, including changes, upgrades, patches, etc. The selected proposer will manage user logins and password security. The selected proposer will support software products relating to servers and workstations. The selected proposer will also timely respond to repair and maintenance work for the user. From time-to-time, City employees will require workflow improvements, applications, and/or other techniques to improve user performance for which the selected proposer will need to support.

E. Network Administration Services

The selected proposer will be responsible for maintenance and support of network equipment, including the site-to-site wireless, local area public/private wireless, switches, firewalls, routers, and other security devices. Coordination with the internet service providers (ISP) of TDS, Silver Star, Sureline Broadband, LightSpeed Networks, or any other future ISP is also required. Additionally, installation, monitoring, and maintenance of all City assets is mandatory (i.e., printers, scanners, network devices, backup, wide area network (WAN), local area network (LAN), voice over internet protocol (VOIP) phone system, security cameras, public access cameras, web sites, and any other computer peripherals or devices). The selected proposer will analyze routine configuration changes and install software patches and upgrades as well as minor cabling, if needed. The selected proposer will design alert notifications to designated City personnel in the event of failure. The selected proposer will complete proactive monitoring of network equipment, including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached. The selected proposer will provide network performance and capacity management services. The selected proposer will maintain network documentation and procedures and perform network troubleshooting. Finally, because the City's data and infrastructure is stored on-site or in the cloud, the selected proposer will need to have related experience/capability.

F. Email

The selected proposer will manage the City's email system (Microsoft M365 Email) and ensure domain name is established properly. The selected proposer will be responsible for adding, deleting, or changing employee email accounts and ensure that each email account is working efficiently and effectively free of uninterrupted errors, and ensure that each individual email account can maintain ample server space so that employees may store several years of email data. Secure encrypted email, email archiving, and SPAM protection services are required and must be monitored and maintained by the selected proposer. An email account notification will be established for reporting IT maintenance problems or needed support. This account will be directed to both the finance department and to the

selected proposer and will serve as a record log for all IT support calls.

G. Security, Backup Efforts and City Website

The selected proposer will ensure that all City servers, desktops, and laptops are protected by antivirus software and that adequate firewall(s) are in place to prevent unwanted intrusion into the City's computer network system. Systems will be designed to notify City employees when system securities are breached and when system hardware is not operating efficiently. The selected proposer will perform security audits as requested and notify City personnel immediately of suspected breaches of security or intrusion detection. A backup system will be established to prevent loss of data and functionality. The selected proposer will configure the City's system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel. The selected proposer will provide support and maintenance service for the City's website.

H. Security Framework Compliance

The selected proposer must possess and will maintain compliance for criminal justice system (CJIS) and cybersecurity NIST 800-53 security standard frameworks, including CJIS Level 4 Certification for their systems and technicians accessing City systems. Experience with the Microsoft 365 GCC High security platform is required.

Compliance will include annual, or more frequently as appropriate, security training including email phishing, and ransomware protection. The selected proposer will provide annual penetration testing and risk assessment. Data loss prevention and intrusion detection will be managed with a security, information, and event management (SIEM) and security orchestration, automation, and response (SOAR) capability. The selected proposer will train City staff about changes and updates to systems that impact security and user performance.

I. Strategic Planning

The selected proposer will engineer, plan, design, and estimate costs services for major system enhancements, including installations and upgrades of new and existing systems in a timely manner. Examples include major server upgrades, storage system upgrades, redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchases of hardware, software, and technology needs. Install new servers, software, and hardware and transfer data when required. Strategic planning, design, and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema design, installation of core network devices, etc.

J. Budgeting/Financial Planning and Forecasting

- The selected proposer will assist in preparing 5-year departmental budgets to include adoption of emerging technologies, cybersecurity improvements, infrastructure enhancements, acquisition of federal and state grants, and business continuity/disaster recovery preparedness, as well as City service expansion. These budgets/forecasts will include software upgrades and operating system end-of-life response. The selected proposer will provide this information to the City by January 30 of each year.

K. On-Demand Response

The selected proposer will offer proactive and predictive solutions for on-demand

responses to the City's IT requests. The selected proposer will have access and be available during the City's normal business hours. The selected proposer will be expected to perform maintenance service after hours and on weekends in situations which would least likely disrupt City staff during regular business hours. The selected proposer will be expected to guarantee a two-hour response time for emergency situations for non-Police Department related service needs. The selected proposer is expected to provide response and service within 1 hour for Police related service needs. The selected proposer will be expected to provide seamless integration to City staff for support via phone, email, and portal to a service request system. City will be expected to have full access to this system. The selected proposer will be expected to demonstrate their network operations center's capabilities and provide a service level agreement and escalation matrix along with in-house organizational chart which will coincide with the City's IT service requirements. All on-demand requests will be coordinated through the City's department heads or the designee.

L. Confidentiality:

Confidentiality of computer information and data is vital. The selected proposer and its employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. The selected proposer must permit the City to perform a criminal background investigation on all employees who have access to the City's system and the selected proposer will provide requested employee information when reasonably requested by the City.

M. Miscellaneous:

The selected proposer will be permitted to perform some routine procedures remotely; however, the selected proposer will be expected to perform on site visits both for routine preventative maintenance and on demand response. All on-demand requests will be coordinated through the City Administrator or their designee.

6. Pre-Proposal Meeting, Request for Clarifications, and Point of Contact.

City will hold a non-mandatory pre-proposal meeting on March 1, 2024 from 9:00AM to 12:00 PM at starting at the Polices Station/City Hall located 125 SW "E" Street, Madras, OR 97741. The purpose of the pre-proposal meeting is to tour the City's five facilities, understand the IT needs at each facility, and provide an opportunity for prospective proposers to ask questions about this RFP. Questions and requests for clarification can also be submitted at any time up to 2:00 PM on March 13, 2024 and should be directed to the issuing officer identified below:

Nicholas Snead / City of Madras

125 SW "E" Street

Madras, OR 97741

541-475-2344

nsnead@ci.madras.or.us

Notwithstanding anything communicated by City staff at the pre-proposal meeting or in response to any questions submitted by a prospective proposer, nothing will be binding on the City, or otherwise modify this RFP, unless confirmed in an addendum to this RFP.

7. Submission Requirements:

Each proposer must provide one (1) digital copy and ten (10) hard copies of the proposer's proposal to Madras City Hall (address provided below). One (1) hard copy should be submitted as a loosely bound reproducible copy. All copies of the proposals must be under sealed cover and plainly

marked as "Information Technology Management and Support Services Proposal."

Proposals should address the requirements of this RFP and City's desired attributes and performance of the selected proposer with reasonable specificity and otherwise demonstrate how the proposer will provide City with a secure, smooth operating, efficient, and effective IT system. Due to the nature of this process, it is requested that each proposal be brief and to the point and consist of no more than ten (10) pages (one page is considered to measure 8-1/2 x 11, with 11-point font size minimum) inclusive of the letter of transmittal and executed Exhibit A and Exhibit B. Each proposal must provide the following information:

A. Letter of Transmittal:

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:

1. Proposer's name, address, phone number(s), and website address.
2. Name, title, email address, and phone number of the person authorized to represent the proposer.
3. Federal and State taxpayer identification number.
4. A brief statement of the proposer's understanding of the services to be performed and commitment to provide the services.
5. The letter must be signed by the person authorized to represent the proposer.

B. Profile:

Provide a short profile of the firm including at a minimum the following:

1. Length of time in business.
2. Length of time in providing the same or similar proposed services.
3. Number of clients.
4. Number of clients in the public sector.
5. Number of full-time employees and areas of involvement (e.g., Proposal):
6. Provide a profile of the proposer including at a minimum the following:
 - A. Length of time in business.
 - B. Length of time providing the same or similar services.
 - C. Number of clients.
 - D. Number of clients in the public sector.
 - E. Number of full-time employees (or equivalents) and number by job responsibilities (e.g., technical support, programming, consulting, sales support, and administrative support).
 - F. Number of employees and their security credentials.
 - G. Location of office to service the account.
7. Describe how the proposer is positioned to provide the services. Provide a history of experience providing similar services and familiarity with City's systems, networks, software and equipment. All applicable experience should be presented. Specific examples and insights are encouraged.
8. Identify key persons that will be servicing this account and a description of such persons educational background, experience, qualifications, and skill set. Provide a description of the workload and availability of all key persons. Identify any proposed subcontractors and their experience.
9. Describe the approach the proposer will use in providing the services required and the methodology for providing on-going support.

10. Define the approach to ensure City's acquisition of hardware licenses or related IT Services will be procured in a cost-effective manner.
11. Support services questions to address:
 - A. Is help desk support available?
 - B. When is support available (days of the week and time as well as evening and weekend support)?
 - C. Do you provide a toll-free phone number or online chat to access support help?
 - D. Number of staff that will be available for support?
 - E. Steps for resolving problem escalations.
 - F. Final authority regarding conflicts.
 - G. Response time and goal for resolving problems.
12. Identify any services provided by proposer beyond the scope of work described in this RFP that the proposer provides that may be of interest to City.
13. Identify and how it is uniquely qualified to perform the services.
14. Pricing and fee schedules should be on an hourly rate and sufficiently descriptive to facilitate acceptance of a proposal. List the not-to-exceed (NTE) amount you propose for performing the services. Pricing should outline all estimated expenses, such as travel, lodging, printing and mailing, and miscellaneous expenses, which are separately reimbursable.
15. Explanation of any contract termination or default or other incidents in the past five years. Termination or default is defined as notice to stop services for non-performance or poor performance, whether the issue was litigated or not. If default occurred, list name, address, and phone number of the party. If no such termination occurred for default, then declare no such event took place.
16. Cost Proposal:
 - A. Describe how the proposer's services are priced and specific pricing for providing the services.
 - B. Notwithstanding subsection (A), the proposal must identify a fixed monthly rate for ongoing preventative maintenance services.
 - C. Specify costs for on-demand service calls.
 - D. The proposal must contain a fee schedule for all key personnel for performing work outside the scope of work
 - E. Identify any additional charges (e.g., travel expense, licenses, subscription, etc.).
17. Provide the name, title, address, phone number and email addresses of at least three references of clients who have received similar services from the proposer, including information referencing the actual services performed, number of users, and length of tenure.
18. Term: Minimum 3 years but the City will accept proposals of up to 5 years.
19. Proposal Summary: Summarize the proposal and the proposer's qualifications. The proposer may include other pertinent information that helps the City determine the proposer's overall qualifications.

Certifications and Disclosures

1. Include an executed copy of Exhibit A.
2. Include an executed copy of Exhibit B.

7. Evaluation Criteria and Selection Process:

- A. Minimum Qualifications.** Timely submitted proposals will first be evaluated for compliance

City of Madras

RFP for IT Support Services Proposals

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with the minimum required qualifications identified below:

1. At least one (1) copy of the submittal proposal must bear an original signature on the introductory letter, Exhibit A, and Exhibit B. A duly authorized representative empowered to bind the proposer must sign these documents.
2. The proposer must possess compliance for criminal justice system (CJIS) and cybersecurity NIST 800-53 security standard frameworks, including CJIS Level 4 Certification for their systems and technicians accessing City systems. The proposer must have experience with the Microsoft 365 Government Community Cloud (GCC) High security platform.
3. The proposal must contain the required elements set forth in Section 6 of this RFP.

B. Evaluation Committee and Evaluation Criteria. Proposals meeting minimum requirements will then be forwarded to an evaluation committee. The evaluation committee, which may include City staff and hired consultants, will conduct an initial evaluation of qualifications, and will rate each submittal based upon the criteria set out below. The descriptions of the criteria are not intended to be comprehensive and nothing herein shall preclude the evaluation committee from considering things reasonably related to the generally described criteria.

1. Professional Qualifications of Proposer and Staff (10 points). Demonstrate that the proposer has sufficient qualifications and key personnel to provide the services at the level of service desired by City.
2. Experience in Public Sector Support (10 points). Demonstrate experience and familiarity with providing IT support services for a public entity with particular focus on law enforcement, utility provider accounts receivable, budgeting, and financial planning.
3. Understanding of Requested Services (10 points). Demonstrate a clear and concise understanding of the City's IT services needs and the City's network, systems, software, and equipment.
4. Approach to Services (10 points). Demonstrate a clear approach to providing IT support services to a public entity including, but not limited to, a description of how the proposer's strategy to effectively communicate and deliver services related to projects, strategic planning, coordinating with other vendors on IT services, and other aspects of the City's IT services needs.
5. Availability (10 points). Demonstrate the availability desired by City as described in Section 3 of this RFP. Demonstrate the City will be a priority client.
6. Presentation of Proposal (10 points). Proposal should be well-organized, clear, and concise and otherwise reflect the level of professionalism desired by City.
7. Value to City (10 points). The proposal that presents the best overall value to the City as determined by City will be awarded the maximum points and all other proposals will receive a proportionate amount of the points based on City's reasonable determination of relative value compared to the best value proposal.

8. References (5 points). References establish the proposers' demonstrated ability to successfully and reliably complete similar services in a timely manner.

C. Interviews. The evaluation committee may, in its discretion, request interviews. City may further elect to interview less than all of the prospective proposers that meet minimum qualifications. Interviews, if held, will be scored on the same criteria as the initial submission of proposal, but proposers will receive a single aggregated score up to 25 maximum points with the highest scoring proposer receiving the maximum amount of interview points and the other proposers receiving a proportionate amount of points based on their respective aggregate scores compared to the best interviewing proposer.

D. Summary of Evaluation Criteria and Scoring.

Criteria	Maximum Points
Professional Qualifications of Proposer and Staff	10
Experience in Public Sector Support	10
Understanding of Requested Services	10
Approach to Services	10
Availability	10
Presentation of Proposal	10
Value to City	10
References	5
Total Proposal Points	75
Interviews (if held)	25
Grand Total	100

E. Selection Process.

The outcome of the evaluation process may, at City's sole discretion, result in (a) notice to a proposer(s) of selection for tentative negotiation and possible award, (b) further steps to gather more information for evaluation, or (c) cancelation of this RFP. If City issues a notice of intent to award, after expiration of any protest period, City will begin negotiating a contract with the highest-ranked proposer. If negotiations with the highest-ranked proposer fail to result in a contract, City reserves the right, to formally terminate negotiations and enter into negotiations with the second-ranked proposer and, if necessary, the third-ranked proposer and so on, until the negotiations result in a contract or cancelation of this RFP.

8. RFP Proposed Timeline:

City reserves the right to make adjustments but proposes to process this RFP pursuant to the schedule set forth below. Any adjustments to firm dates will be made by written addenda.

Event	Date
RFP Issued	February 13 th , 2024
Pre-Proposal Meeting	March 1 st , 2024
Requests for Clarification/RFP Protest Deadline	March 18 th , 2024
Deadline for RFP Submission	March 27 th , 2024
Evaluation of Proposals (approx.)	April 3, 2024
Proposer Interviews (if held)	April 10 th , 2024
Selection Notice (approx.)	April 15, 2024
Selection Protest Deadline (apprx.)	April 22, 2024
Execution of Contract and Service Begins	April 30, 2024

9. Deadline for Submission of Proposal:

Proposals must be received by **2:00 p.m. Pacific Standard time on March 27th, 2024**. Proposals received after the deadline date/time will not be considered. Proposers assume all risks of delay or mis-delivery of proposals, whether by proposer or any third-party courier or delivery service. Proposals must be delivered or mailed to:

**City of Madras
IT Support Services Proposal
125 SW "E" Street
Madras, OR 97741**

10. Confidential Information

Any proposal submitted may be subject to public information requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information in order to comply with the terms and conditions of this RFP, each proposer must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

City will take reasonable measures to hold in confidence all such labeled information, but in no event will City be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

In submitting a proposal, each proposer agrees that City may (a) reveal any trade secret and/or other confidential materials contained in the proposal to City staff and to any City consultant, and (b) post the proposal on City's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each proposer agrees to defend, indemnify, and hold harmless City each City officer, employee, representative, and agent from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire proposal as a trade secret may be disqualified.

11. Protest Procedures

Proposers may submit to the issuing officer a written protest of the RFP, contractual terms or specifications, or award. To be considered, a protest must (a) identify the proposer's name and reference to this RFP, (b) contain evidence that supports the grounds on which the protest is based and specify the relief sought, including, without limitation, a statement of the proposed changes to the process or RFP provisions, requirements or terms, and/or conditions that the proposer believes will remedy the conditions upon which the protest is based, (c) be signed by the proposer's authorized representative, and (d) be received by City on or before the applicable deadline, and (d) otherwise comply with OAR 137-047-0730 or OAR 137-047-0740 as applicable. A timely submitted protest will be resolved within a reasonable time following City's receipt of the protest.

12. Sample Contract

Any contract entered into by City and the selected proposer will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties, and will be substantially in the form attached hereto as Exhibit C. The term of the contract will not exceed 5 years.

Any objections to the sample contract terms must be submitted in the same manner as a request for clarification or a protest of the provisions of this RFP and must be filed prior to the deadline for requests for clarification or RFP protests.

If awarded, the contract will not obligate the City to purchase computer equipment, hardware devices, cabling, licenses, software etc. from the selected proposer. The purchase of replacement parts will also not be part of the contract.

13. Miscellaneous

- A. Proposers responding to this solicitation do so at their own expense. City is not responsible for any expenses associated with the preparation of any proposals. City reserves the right to reject any and all proposals and/or waive any and all formalities if in the City's best interests.
- B. The City reserves the right to make such investigations as it deems necessary or appropriate to determine the ability of a proposer to furnish the required services, and each proposer will furnish all such information for this purpose as the City may reasonably request.
- C. Any proposal may be modified or withdrawn at any time prior to the proposal submittal deadline, provided that a written request is actually received by City prior to such deadline. The withdrawal of a proposal will not prejudice the right of a proposer to submit a new proposal.
- D. A proposer awarded the contract will be required to obtain the City's business license.

Exhibit A
Proposer Information Sheet and Disclosures

1. Name of Proposer: _____

2. Mailing Address: _____

3. Name of Authorized Representative: _____

4. Phone: _____

5. Email: _____

6. Business Classification (check all that apply)

Individual Partnership Corporation Women or Minority Owned

7. Name of Owner: _____

8. Does firm maintain insurance in amounts specified below? Yes: No: If no, describe.

A. Commercial General Liability insurance of at least \$1,000,000 per occurrence: \$2,000,000 aggregate; naming the City as an additional insured on the policy contingent on contract award.

B. Technology Errors & Omissions / Technology Professional Liability insurance of at least \$1,000,000 per occurrence: \$2,000,000 aggregate; naming the City as an additional insured on the policy contingent on contract award.

9. Are there claims that are pending against this insurance policy? Yes: No: If yes, describe.

10. During the past five years, has the firm, business, or any officer in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any officer in the firm or business (other than dissolution of marriage), or (3) claims filed with any insurance carrier concerning the firm, business, or any officer in the firm or with any insurance carrier concerning the firm, business, or any officer in the firm or business. Yes: No: If yes, describe.

11. Has company been in bankruptcy, reorganization, or receivership in last five years?

Yes: No:

12. Has the company been disqualified or terminated by any public agency? Yes: No:

13. Proposal offers shall be good and valid for at least 90 days.

a. Failure to concur with this condition may result in rejection of the offer.

a. Does the firm accept this condition? Yes: No:

14. The Company has staff who will be working on the City's account that are CJIS Compliant?

Yes: No:

Firm Name: _____

Signature: _____ Print Name: _____ Date: _____

Exhibit B
Proposer Acknowledgement and Certification

By submitting a proposal, proposer acknowledges, agrees, and certifies as follows:

- A. Proposer's proposal (including, without limitation, the price proposal contained therein) will be good and valid for 90 days from the proposal submittal due date.
- B. Proposer has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- C. Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- D. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
- E. Proposer agrees to meet all requirements contained in the RFP if it is selected to provide the services requested by this RFP.
- F. Proposer, and its subcontractors, if any, and all employers working under any contract issued to proposer are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires proposer and its subcontractors, if any, to provide Workers' Compensation coverage for all of their subject workers, unless such employers are exempt under the law.

Proposer Name & Title (Print): _____

Signature: _____ **Date:** _____

Exhibit C
Sample Contract

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated _____, 2024, but made effective for all purposes as of _____, 2024 (the "Effective Date"), and is entered into between City of Madras ("City"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and _____ ("Consultant"), an _____, whose address is _____.

RECITAL:

Consultant will perform the certain information technology services for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Consultant Services.

1.1 Services; Coordination. Subject to the terms and conditions contained in this Agreement, Consultant will perform the following information technology support services for and on behalf of City (collectively, the "Services"): (a) those services set forth in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services set forth in the attached Schedule 1.1; and (c) such other technology support services requested by City's administrator (or his or her designee) from time to time. Consultant will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the administrator (or his or her designee) and report directly to the administrator (or his or her designee), (y) devote such time and attention to the performance of the Services as City and Consultant deem necessary or appropriate, and (z) perform the Services to the best of Consultant's ability and in accordance with this Agreement, including, without limitation, the performance expectations described under Section 2 of Schedule 1.1. Consultant acknowledges and agrees that City may cause or direct other persons or consultants to provide services for and on behalf of City that are the same or similar to the Services provided by Consultant under this Agreement.

1.2 Schedule of Services; Conditions Precedent. The Services will be completed expeditiously and in a timely manner in accordance with this Agreement. Consultant acknowledges and agrees that City's selection of Consultant was based on the information and documentation provided or communicated by Consultant to City during the proposal and contract negotiation process, including, without limitation, Consultant's [insert title of RFP response submitted by Consultant] dated on or about _____, 2024 attached hereto as Exhibit A (the "Proposal"). Consultant represents and warrants that all information and documentation provided or communicated to City during the proposal and contract negotiation process is true and accurate in all respects, including, without limitation, the Proposal. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Consultant's performance of its obligations under this Agreement, including, without limitation, those Consultant obligations described under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in

consideration of Consultant's timely performance of the Services in accordance with this Agreement, City will pay Consultant at the rates set forth in Schedule 2.1. Consultant will submit monthly invoices to City concerning the Services performed by Consultant during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Consultant (and by whom) during the applicable billing period; (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the then-applicable per user rate, the number of users during the applicable billing period, and hourly rate(s) (if applicable) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the applicable Invoice. City's payment will be accepted by Consultant as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by City for any portion of the Services not performed.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Consultant. Consultant will be responsible for obtaining Consultant's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Consultant for any expenses incurred by Consultant to perform the Services and/or in connection with this Agreement, including, without limitation, travel expenses, per diems, and/or technician certifications.

3. Relationship.

3.1 Independent Contractor; Taxes; Licenses. Consultant is an independent contractor of City. Consultant is not an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Consultant will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3.2 No Agency Relationship. This Agreement does not create an agency relationship between City and Consultant and does not establish a joint venture or partnership between City and Consultant. Consultant does not have the authority to bind City or represent to any person that Consultant is an agent of City.

4. Representations; Warranties; Covenants.

In addition to any other Consultant representation, warranty, and/or covenant made in this Agreement, Consultant represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Consultant is duly organized, validly existing, and in good standing under applicable Oregon law. Consultant has full power and authority to sign and deliver this Agreement and to perform all Consultant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms. The signing and delivery of this Agreement by Consultant and the performance by Consultant of all Consultant's obligations under this Agreement will not (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant, (b) violate any law, judgment, or order to which Consultant is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Licenses; Quality of Services. City has selected Consultant based on Consultant's reputation and specialized expertise. Prior to Consultant's execution of this Agreement, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a City business license. Consultant will perform the Services to the best of Consultant's ability, diligently, in good faith, in a professional manner, free from errors, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Consultant will be solely responsible for the Services. Consultant will make all decisions called for promptly and without

unreasonable delay. All materials and documents prepared by Consultant will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Consultant will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consultant's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Consultant in connection with Consultant's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate coverage; (d) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (e) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of City). These minimum insurance limits may be provided by use of an excess or umbrella policy. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City's Representatives (as defined below)) as an additional insured(s), and will contain a severability of interest clause. The insurance Consultant is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. Consultant will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) Consultant is required to obtain under this Agreement upon Consultant's execution of this Agreement and at any other time requested by City. If Consultant fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Consultant immediately upon City's demand.

4.4 Compliance With Laws. Consultant will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each obligation applicable to Consultant and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Consultant, this Agreement, and/or the Services, including, without limitation, Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, Americans with Disabilities Act ("ADA") of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Consultant will defend, indemnify, and hold City and each present and future City officer, employee, agent, volunteer, and representative (collectively, "City's Representatives") harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Consultant (and/or Consultant's directors, officers, shareholders, managers, members, partners, employees, agents, representatives, and/or contractors); (b) Consultant's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Consultant's breach and/or failure to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. Consultant's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Consultant will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who

may use them without Consultant's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Consultant will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Consultant is responsible (including, without limitation, any claims which may be brought against City), and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Consultant will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Consultant's records will be maintained in accordance with sound accounting practices. Consultant's records concerning the Services, including, without limitation, Consultant's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Consultant will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the city administrator's prior written consent, except that Consultant may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Consultant promptly notifies the city administrator of the order and complies with any applicable protective or similar order. Consultant will promptly notify the city administrator of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Consultant and mitigate the disclosure. Upon the earlier of City's request or the termination of this Agreement, Consultant will immediately return to City all documents, instruments, and/or materials containing any Confidential Information accessed or received by Consultant, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Consultant or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and/or litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Consultant; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue thereafter for a period of three (3) years, unless sooner terminated as provided in this Agreement. This Agreement may be extended for one additional term of two (2) years by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Consultant, and/or (b) by City for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Consultant.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Consultant upon the happening of any of the following events: (a) Consultant engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Consultant fails to comply with any applicable law related to Consultant's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services, including, without limitation, Consultant's failure to timely perform the Services; and/or (d) Consultant breaches and/or otherwise fails to perform any Consultant representation, warranty, covenant, and/or obligation

contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than ten (10) days after termination), Consultant will deliver to City all materials and documentation related to or concerning the Services. City will pay Consultant for that portion of the Services Consultant has performed and City has accepted prior to termination in accordance with this Agreement. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant.

5.4 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Consultant will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement (and/or the Services) will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Consultant will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control; if a conflict should arise between the provisions of the Solicitation and Proposal occurs, the provisions of the Solicitation will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to

Consultant's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Consultant. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Consultant has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

6.7 Non-Discrimination. Consultant agrees that no person will, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Consultant. Consultant will comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant will comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:
City of Madras,
an Oregon municipal corporation

CONSULTANT:
_____,
an _____

By: _____, _____

By: _____, _____

SAMPLE

Schedule 1.1
Description of Services

In addition to any other Services provided under this Agreement, Consultant will perform the following Services for and on behalf of City:

A. Services

1. Consultant will perform all services identified in the Proposal (collectively, the “Managed Services”), which Managed Services include, without limitation, those services identified in the Proposal and the services identified under Section A, 2 of this Schedule 1.1, below. The Managed Services do not include those services identified on Page 12 of the Proposal under the section heading “Services Offered Beyond Those Required by City of Madras” (collectively, the “Supplemental Services”). Consultant will provide City the Supplemental Services on an as needed, as requested basis at the project labor rate identified under Section 2.1 of this Agreement.

2. As part of the Managed Services, Consultant will provide all services identified in City’s Request for Proposals - Information Technology Support Services dated _____, 2024 attached hereto as Exhibit B (the “Solicitation”), including, without limitation, those services identified under Section 3 of the Solicitation.

B. Standards and Expectations

In connection with Consultant’s performance of the Services, Consultant will:

1. Improve the service request ticket process. Take all reasonable steps and actions to prevent several days passing between ticket submission and when technicians contact City staff concerning the substance of the ticket.

2. Prevent “phone tag” between technicians and City staff.

3. Consultant will ensure that the City staff member is satisfied with the resolution. Consultant will determine if other users have the same or similar problem and implement resolution across all users.

4. Institute annual training on the use of the ticketing system/Help Desk. Ensure all City employees know how to request assistance via email, online system, and/or phone call.

5. Ensure computers are working for user(s) before and after an update occurs. Provide City staff advance notice when updates will occur, which notice will identify the type of update and who to contact if something is not working after the update. Consider batching updates (4 times per year) rather than small weekly updates to minimize user problems with updates.

6. Improve the ability to add and maintain software. Consultant will provide users the ability to add software.

7. Provide cost-effective hardware and software solutions. Determine if there are state programs that allow City to purchase hardware and software based on state procurements. Provide documentation that hardware and software acquisition are the lowest cost per specifications.

8. Take proactive measures to prevent software licenses from lapsing. Proactively monitor subscriptions and licenses and ensure timely renewals and payments are otherwise in place to prevent lapses and ensure that user functionality is maintained.

9. Institute regular computer diagnostic meetings with each user. City management and Consultant will determine an appropriate frequency of user meetings. Perform quarterly diagnostics with each user computer. The diagnostics must ensure that each computer is up to date with latest updates. Confirm that upcoming license renewals are setup for auto-renewal without disruption in service. Confirm back-up or synchronization of files is active between cloud/server and local workstation. Ask users if any usual computer functioning issues need to be addressed. Provide a timely, complete, and accurate report on the diagnostics for management to review.

Schedule 2.1
Schedule of Rates

[to be inserted]

Exhibit A
Proposal

[attached]

Exhibit B
Solicitation

[attached]