THE CITY OF NORTH MANKATO, MINNESOTA

REQUEST FOR PROPOSALS
FOR
INFORMATION TECHNOLOGY SERVICES:
NETWORK ADMINISTRATION, NETWORK MANAGEMENT, AND HARDWARE SYSTEM REPAIR SERVICES

PROPOSAL NO. 2015-02

ANY QUESTIONS CONCERNING THE RFP SHOULD BE DIRECTED TO:

Mr. Jack D. Harris, IT Consultant
jackdash@rochester.rr.com

PROPOSAL DUE DATE AND TIME:
Tuesday, March 17, 2015, by 5 p.m. CST

ADDRESS AND MARK PROPOSAL AS FOLLOWS:
SEALED PROPOSAL – Proposal No. 2015-02 for Information Technology Services /
Tuesday, March 17, 2015, by 5 p.m. CST

TO:
City of North Mankato, Minnesota
1001 Belgrade Avenue
North Mankato, Minnesota 56002
Attention: John Harrenstein, City Administrator

MANDATORY RFP INFORMATION CONFERENCE
Tuesday, February 17, 2015, at 10:00 a.m. CST at the City Hall, 1001 Belgrade Avenue, North Mankato, Minnesota 56002. This will be prospective Proposer’s only opportunity for a site visit.
TABLE OF CONTENTS

SECTION ONE – INSTRUCTIONS TO PROPOSERS ................................................................................................................. 3
  A. Invitation Letter .......................................................................................................................................................... 3
  1. General ..................................................................................................................................................................... 3
  2. Validity of Proposal.................................................................................................................................................. 5
  3. Intention of the RFP ................................................................................................................................................... 5
  4. Consideration of Offers ............................................................................................................................................ 5
  5. Tender Document........................................................................................................................................................ 6
  8. PROJECTED TIMELINE (Subject to Change) ............................................................................................................ 9
  B. Introduction and Scope of Work ................................................................................................................................ 9
  C. Minimum Vendor Qualifications .............................................................................................................................. 12
  D. Description of General Computer System Inventory ............................................................................................. 13
  E. Computer Systems Locations.................................................................................................................................. 18
  F. Software Applications And Operating Systems (OS) ............................................................................................... 18

SECTION TWO–GENERAL CONTRACT TERMS AND CONDITIONS ...................................................................................... 19

SECTION THREE–AFFIDAVITS ............................................................................................................................................. 29
  A. Proposer’s Affidavit ................................................................................................................................................... 29
  B. Non-Collusion Affidavit ............................................................................................................................................ 30
  C. Request For Proposal Affidavit ................................................................................................................................ 30
SECTION ONE – INSTRUCTIONS TO PROPOSERS

A. Invitation Letter

February 4, 2015

Ladies/Gentlemen:

Subject: Request for Proposals for INFORMATION TECHNOLOGY SERVICES
Reference: Proposal No. 2015-02

NORTH MANKATO, MINNESOTA desires to receive proposals from expert providers of support, maintenance, and repair services for computers, network hardware and peripherals, and related system software, and professional services related to remote and on-site monitoring. Given the on-going and new information technology demands of NORTH MANKATO, MINNESOTA, this outsourcing strategy has been designed to secure a broad and reliable range of services from a vendor prepared to take unambiguous responsibility for the tuning, reliability, and integration of NORTH MANKATO, MINNESOTA information systems. Paramount will be the vendor’s demonstrated ability to provide professional, timely, and expert scheduled and on-demand Managed Information Technology Services for a fixed fee. The Vendor should have a wide breadth of experienced staff with a deep understanding of information technology.

We are pleased to invite your best tender for carrying out the subject CONTRACTUAL SERVICES in accordance with the following:

1. General

1.1 Definitions

In this Tender, the words and expressions listed hereunder shall have the meaning assigned to them respectively:

CITY: shall mean the City of North Mankato.

SERVICES OR SERVICE OR WORKS OR WORK: shall mean the Information Technology Services for the City.

VENDOR: shall mean the successful Proposer assigned by the City to carry out the WORK.

CONTRACT: shall mean the eventual Agreement to be signed between the City and Vendor for the performance of the WORK. Additional definitions to the Contract are in Section Two of this Tender.
SERVICE CALL: shall mean the communications and tracking procedure whereby an authorized City employee can initiate performance by the Vendor under this agreement.

ESCALATION PROCESS: shall mean the process whereby the Vendor responds to a service call and attempts to accomplish the task that is the subject of the service call in a timely manner, and if unable to do so, then makes progressively more intense responses in order to complete the task. The initial response by the Vendor to a service call is considered Level One of the escalation process. If the Vendor is unable to complete the task at Level One, the response shall progress to Level Two, and then, if the Level Two response was insufficient to complete the task, to Level Three.

SINGLE POINT OF ENTRY: refers to the communications conduit and system through which service calls are made, that will allow the Vendor to assign a Work Order number and track all service calls, and that will allow authorized City employees to have a single telephone number, single email address, single fax number, single physical location, and single mailing address through which service calls may be placed. The single telephone number, single email address, single fax number, single physical location, and single mailing address shall all be coordinated by the Vendor into one system of issuing unique, sequential Work Order numbers.

WORK ORDER NUMBER: shall mean a unique, sequential number that is assigned to each service call for the purpose of allowing both the City and Vendor to identify and track progress and completion of tasks. Each Work Order number shall be recorded with the time and date it is issued, and each time the Vendor issues the Work Order number related to a task, it shall also communicate the date and time it is being issued.

ASSIGNMENT OF TASK PRIORITY: The city’s representative may, when issuing a service call or making a service call, assign the task to which it is related a priority of high, medium, or low. If no such priority assignment is expressly made, then the task shall be deemed medium priority.

ESCALATION PENALTIES: shall mean those monetary penalties imposed on the Vendor for failure to meet the level three deadlines set out in the escalation process.

1.2 All Proposals shall be prepared and submitted by and at the cost of the Proposer, hence all costs associated with preparation and submission of the Proposal shall be borne by the Proposer.

1.3 City reserves the right to reject any or all Proposals.

1.4 All Proposals must be typed. Handwritten Proposals will, without exception, be rejected and will not receive consideration under any circumstances.
1.5 Proposer shall address inquiries, if any, in writing to Dr. Jack D. Harris, IT Consultant, who alone is empowered to clarify such inquiries; not later than 5 p.m. CST, Monday, March 9, 2015.

2. Validity of Proposal

The Proposal shall remain valid for ninety (90) days, as from the date of opening the Proposals.

The successful Proposer, within a period of fifteen (15) days from the date of the City's acceptance and approval of their Proposal, shall be requested to sign the contract and to submit the Certificate of Insurance as required in the relevant article of the contract. Failure to do so will cause the Proposal to be considered withdrawn.

The City has the indisputable right to accept or reject any offer, or part of any offer, negotiate the price with the Proposer of the successful proposal, or to cancel the RFP and stop the bidding without giving any justification.

Under no circumstances shall a Proposer whose Proposal has not been accepted be entitled to any claim for compensation.

3. Intention of the RFP

The City desires to receive proposals from providers of support, maintenance, and repair for computers, network hardware and peripherals, and related system software, to provide such services to the City. The City intends to outsource information technology services under a fixed-price Contract, subject to two annual renewals, certain work and tasks for the installation, servicing, maintenance, repair, and related activities for computer and network hardware and peripherals. This is a request soliciting proposals only, and although the present intent of the City is to enter into a Contract with a qualified person or company, this request for proposals is not an offer to enter a contract or a representation that such a Contract ultimately will be executed.

4. Consideration of Offers

This Contract is being procured through a competitive negotiation process for "other than professional services", as provided by Minnesota laws. Prices submitted by the Proposer will be a factor in the City's decision during the selection process, but the lowest cost proposal will not necessarily be the one selected. The primary selection criteria used by the City in evaluating responses to this RFP will include:

- Proposer’s understanding of the Scope of Work, and demonstrated ability to meet it;
- Qualifications, staffing, and reputation based on customer references;
• Price;
• Experience and expertise;
• The ability to respond to service calls in a timely fashion;
• Financial solvency;
• Compliance with the specifics of the City’s contractual terms;
• Any other factors considered to be important by the North Mankato, Minnesota City Council.

The City reserves the right to reject any and all Proposals, to waive technicalities and irregularities, advertise for new Proposals, or to proceed to do the WORK otherwise, if it is in the judgment of the City, as to its best interests. The Proposer shall not be entitled to any indemnity in respect of claims, demands, proceedings, damage costs, charges and expenses, whatsoever arising out of such rejection. Proposals shall be considered irregular and may be rejected for, but not limited to, the following reasons:

a. If there are any unauthorized additions, conditional or alternate proposals or percentage increase or decrease in the Proposal price or irregularities of the kind which tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.

b. If there is a lack of any of the required documents.

Proposers may be disqualified and their offer rejected for, but not limited to, the following reasons:

a. If more than one Proposal for the project is submitted for an individual firm, partnership or corporation under the same name or different name.

b. If there is evidence of any collusion between Proposers.

c. Falsification of any documents or price submitted with the proposal shall be the cause for annulling the Proposal and the Proposer liable for legal action.

5. **Tender Document**

Proposers are requested to collect a copy of the Tender Document, comprising the following, from the Office of the City Administrator at City of North Mankato, 1001 Belgrade Avenue, North Mankato, Minnesota 56002 or from the City’s website.

6. **Mandatory RFP Information Conference**

Proposers are required to attend the **mandatory** RFP Information Conference on **Tuesday, February 17, 2015**, at **10:00 a.m CST** at the **City Hall, 1001 Belgrade Avenue, North Mankato**,.
7. Proposal Submission

Completed Proposal shall be submitted in one original and three copies in a Sealed Envelope and shall be marked and addressed as follows and must be received no later than 5:00 PM CST on Tuesday, March 17, 2015:

ADDRESS AND MARK PROPOSAL AS FOLLOWS:
SEALED PROPOSAL – Proposal No. 2015-02 for Information Technology Services / Tuesday, March 17, 2015, by 5 p.m. CST

TO: City of North Mankato, Minnesota
1001 Belgrade Avenue
North Mankato, Minnesota  56002
Attention: John Harrenstein, City Administrator

A. The Proposal must be in the following order and contents:

(1) A Cover Letter or cover sheet clearly expressing that the submission is in response to this RFP. A name, telephone number, and email address of an individual with authority to answer inquiries must be included.

(2) A Company Profile that includes the number and type of employees, number of years in business, and the ability to meet the City’s needs as stated in this RFP. Specifically:

a. Qualifications and experience statement explaining the understanding of the services required and the ability of the Proposer to fulfill them (shall be limited to five pages, not including resumes or references).

b. References for and descriptions of existing on-demand service contracts/agreements along with names and telephone numbers of contacts for each reference.

c. Descriptions and resumes of staffing resources and technical skills, particularly in regard to the qualifications and other requirements listed in this RFP, including copies of each certification required of the company and its employees.

(3) An Assessment and Prospectus that describes the nature and breadth of the service and Level of Service proposed for each numbered item in Section B. Introduction and Scope of Work which follows in this document.
(4) A written **Problem Escalation Procedure (PEP)**, which addresses the steps to be taken in the event that a repair is not completed within a reasonable amount of time, and which is responsive to and consistent with the written agreement that is part of this RFP and which will be entered into by the parties.

(5) A **Cost For Services Pricing Proposal**:
Using the North Mankato MN Managed Services Response Sheet (available on-line as a live MS-Excel spreadsheet) and supplemental pages:
   a. Fixed annual pricing (three (3) twelve (12) month periods) for delivery of the baseline contractual services identified in the Scope of Work that follows.
   b. Pricing for each **optional** service item in the Scope of Work. Note any variations that can be selected by the Customer. This should roll-up to the Annual price.
   c. Schedule of after hour’s rates for after hour’s work **beyond** that agreed upon in the Scope of Work, such rates based on the role of the person assigned to the tasks.
   d. Schedule of regular hourly rates, such rates based on the role of the person assigned to the tasks, for services and tasks **outside** the agreed upon Scope of Work, or exceeding the hours specified for regular hour’s work.
   e. Any additional optional and a la carte services available from the Vendor.
   f. Description and Pricing for any remediation work (for network infrastructure, or additional connectivity) required prior to contract signing.

(6) **Statement of Acceptance of the Contractual Terms** expressed in **Section Two: General Terms and Conditions**, with any exceptions by the Proposer to the stated Terms.

(7) In addition, the following **Financial Information** must be submitted:
   a. The company’s most recent financial statement that has been audited, reviewed, or compiled by a certified public accountant;
   b. Alternatively, if a financial statement that has been audited, reviewed, or compiled by a certified public accountant does not exist, each of the following three items may be submitted in lieu thereof: (a) the most recent internally prepared income statement and balance sheet, (b) management certification that such information is accurate; and (c) a copy of the most recently filed federal income tax return for the entity submitting the proposal.
8. **PROJECTED TIMELINE** (Subject to Change)  

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME (CST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>February 2, 2015</td>
</tr>
<tr>
<td>Pre-Proposal Conference (on-line)</td>
<td>February 17, 2015</td>
</tr>
<tr>
<td>Deadline to Submit Questions</td>
<td>March 9, 2015</td>
</tr>
<tr>
<td>Posting of Answers to Questions</td>
<td>March 11, 2015</td>
</tr>
<tr>
<td>RFP Due Date</td>
<td>March 17, 2015</td>
</tr>
<tr>
<td>Proposal Evaluations</td>
<td>March 23, 2015</td>
</tr>
<tr>
<td>Consultant Interviews</td>
<td>April 7-9, 2015</td>
</tr>
<tr>
<td>Final Selection</td>
<td>April 13, 2015</td>
</tr>
<tr>
<td>Council Approval</td>
<td>April, 2015</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>May, 2015</td>
</tr>
</tbody>
</table>

B. **Introduction and Scope of Work**

The City desires to receive proposals from providers of support, maintenance, and repair of computers, network hardware and peripherals, and system software to provide such support services to the City. The City intends to outsource certain work and tasks for the installation, servicing, maintenance, repair, and related activities for computer and network hardware and peripherals, network administration and network management, and related information technology services.

Paramount will be the vendor’s ability to provide timely, expert on-demand information technology services including, but not limited to, the following:

1. Work closely with the City’s Representative to coordinate PC and Network Service Calls.
2. Provide service hours for all offices and locations weekdays from 8:00am – 5:00pm.
3. Provide the City with a Single Point of Entry, which will allow authorized City representatives to initiate a service call, recorded with a Work Order number, and reported in a weekly Work Order status report.
4. Accomplish all the essential functions of the work under contract in a timely manner.
   a. Be responsive to Priority Assignment of Task;
   b. Use an effective Escalation Process;
   c. Be subject to Escalation Penalties.
5. Respond to multiple simultaneous Service requests with pre-qualified technical service personnel within time frames set out in the written Contract entered into by the parties.
   a. High Priority calls – 1-hour response time required.
   b. Medium Priority calls – 4-hour response time required.
   c. Low Priority calls – Next business day response required.
6. Provide Help Desk Administration and Support, and a ticketing system to assure timely support and service to North Mankato, MN and tracking by service requestor and City Representative.
7. For other support and service required after regular hours, provide after-hours and weekend support on a scheduled or demand basis, including up to one (1) after hours or
8. Provide complete confidentiality and security for all computers, networks, data, hard drives and other computer media, and information owned or generated by the City or associated with the work performed for the City, as more particularly set out in the written contract to be entered into by the parties.

9. Provide scheduled major system updates and upgrades, server and router reboots, and Server Imaging after hours or on weekends as necessary.

10. Accomplish all the essential functions of the work under contract in a timely manner.
   a. Be responsive to Priority Assignment of Task;
   b. Use an effective Escalation Process;
   c. Be subject to Escalation Penalties.

11. Respond to multiple simultaneous Service requests with pre-qualified technical service personnel within time frames set out in the written Contract entered into by the parties.
   a. High Priority calls – 1-hour response time required.
   b. Medium Priority calls – 4-hour response time required.
   c. Low Priority calls – Next business day response required.

12. Provide at least one technician (Desktop Support Level) to be periodically on-site during normal business hours.

13. Install, configure, and document network hardware and peripherals, computers and computer equipment and peripherals, operating systems, applications, and listed software utilized by the City. Installation shall include where applicable delivery, unloading, uncrating, assembling, setting in place, fastening to walls, floors, counters or other structures or fixtures where required, and the connection of all components of the system, plus all other related work including the final “burn in” of the system.

14. Install, configure, setup, network connection and network print services, print drivers, synchronization with active directory, and test new desktop hardware and peripherals.

15. Diagnose and repair network hardware and peripheral equipment, such as hubs, switches, routers, media converters, fiber optic repeaters, network connections; test and evaluate new hardware.

16. Perform general maintenance tasks necessary to keep equipment and tools in operable condition, which may include inspecting/testing equipment, lubricating equipment, replacing parts, cleaning equipment, and cleaning work areas; monitors equipment operations to maintain efficiency and safety; report faulty equipment.

17. Provide semi-annual desktop updates and regular, automated updates as necessary.

18. Testing and implementation recommendations prior to updating network server and desktop operating systems, network, server, and desktop system utilities such as anti-virus, anti-spyware, and anti-spam, and enterprise tools such as email.

19. Accomplish or attempt to accomplish hard drive recovery and return.

20. Provide on-site and remote monitoring, administration, and diagnostics of network and network servers and provide:
   a. Rapid alert notification of danger or failure
   b. Intrusion detection
   c. Uptime and performance assessment and correction
d. Internet use monitoring and port blocking

22. Provide on-going network and server tuning and load balancing for optimum system and application performance.
23. Provide server migration from current servers to new servers as purchased.
24. Provide Server and consolidation plan and services.
25. Provide management of system data backups, including testing and verification.
26. Provide profile management and policies.
27. Maintain documentation of services provided to each item of equipment for the City’s evaluation; provide the City Representative with copies of the documentation.
28. Provide the City’s Representative with Servers’ and Applications’ Reliability Reports.
29. Comply with all software licensing agreements and requirements that apply to the City, its employees, and third-party contractors, and ascertain and document licensed software inventory and expiration dates, with notification to the City of same.
30. Maintain all network, hardware and peripheral warranty information and notify City of expiration and renewal procedures.
31. Provide management of uninterruptible power supplies, remote monitoring, graceful shutdown processes, and regular and recurrent testing and verification.
32. Provide complete anti-virus monitoring and spyware management and updating.
33. Provide critical patch deployment.
34. Provide full IT asset documentation and reporting.
35. Provide the Customer’s Representative with Servers’ and Applications’ Reliability Reports.
36. Provide User Account Management, archiving, new user set-up, re-purposing.
37. Provide desktop computer Image maintenance.
38. Manage the mail server and mail services.
39. Provide comprehensive recovery services of network servers and desktop computers, including hard drive recovery and return.
40. Provide profile management and policies.
41. Provide policy implementation, monitoring, and maintenance (i.e. web use, passwords, etc.).
42. Provide general maintenance on monitors, switches, routers, and hubs, printers.
   Provide minor service as applicable for devices out of warranty. For in warranty devices, contact manufacturer and monitor warranty services.
43. Provide initial setup for new users, including desktop and network connectivity, mobile data, smart phones, thumb drives, portable drives and other local devices.
44. Provide support and service for reliable internet connectivity.
45. Provide new user orientation, and support on Microsoft Office Applications.
46. On employee departure, backup, clean, and reconfigure, setup, network connect and test employee’s desktop.
47. Provide first responder intermediary support to the Customer for arbitration of hardware and operating system issues related to third party application software.
48. Provide pro-active assessment and recommendations regarding new technology that would contribute to the robustness and reliability of IT operations.
49. Provide Project Management services to assure quality and timely service and support delivery.
50. Communicate effectively with City personnel and other individuals as needed to discuss work in progress, exchange information, and resolve problems.
51. Maintain good interpersonal relationships with City staff, co-workers, managers, and citizens.

For Services within the agreed upon Scope of Work, the Vendor will agree to an annual fixed-price for Contractual Services. Costs of hardware replacement, unless caused by Vendor negligence are not included in the annual fixed-price.

The Vendor will provide a schedule of after hour’s rates for after hours beyond that agreed upon in the Scope of Work, such rates based on the role of the person assigned to the tasks.

For services and tasks outside the agreed upon Scope of Work, or exceeding the hours specified for regular hour’s work, the Vendor will provide a schedule of regular hourly rates, such rates based on the role of the person assigned to the tasks.

The Customer and Vendor will negotiate fixed prices for projects that may be required outside the agreed upon Scope of Work. The City is aware that it may need remediation services that are not covered in the proposed annual contract.

The term of the contract shall be for one (1) year with an option to extend the contract by two (2) additional one (1) year terms with the written consent by the City and the Proposer as further described under “General Agreement Terms and Conditions.”

C. Minimum Vendor Qualifications

The Vendor selected must meet each of the following criteria:

- The Vendor must be able to perform the scope of services in a timely and efficient manner.
- The individual(s) who will be on-site delivering services must be, at minimum, A+ Certified or equivalent, and have prompt access to a Microsoft Certified Systems Engineer.
- The individuals who will be on-site delivering services and/or who will have off-site access to computer equipment, hard drives, and other media owned by the City of North Mankato, must consent to a criminal background check, and shall be bonded. Such individuals must not have any convictions or pending cases for any felony, or for any offense that involves theft, dishonesty, or is computer related. The Vendor must pay any fees associated with criminal background checks and bonding.
- The Vendor shall have experience servicing customers’ mission critical computer and network equipment with multiple location user base of no less than 30 workstations using Microsoft Windows, and Microsoft Server computers.
• The Vendor shall be able to use desktop operation system utilities such as defrag, scan, system restore, and backup/restore, redirecting print queues, or other operating system utilities approved by the City, when necessary.

• The Vendor shall be able to copy, or ghost, an initial uniform desktop system configuration, and shall be able restore desktop systems to the original and initial condition when requested by the City.

• The Vendor must be able to provide services at any place where a City of North Mankato computer or system is located.

• The Vendor must be able to meet all requirements and perform all services listed in this RFP.

D. Description of General Computer System Inventory

The following is summary inventory of the major computer hardware currently in use by the City of North Mankato. Because hardware is continually being added or removed from service, this list should be considered dynamic and subject to change without further notice.

Network

City Hall is the primary location of the City networks.

DIAGRAM OF CITY NETWORK WILL BE PROVIDED AT THE PRE-BID CONFERENCE.

<table>
<thead>
<tr>
<th>SERVERS:</th>
<th>Model</th>
<th>Year Purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY HALL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Utility Billing Server</td>
<td>HP Proliant ML370</td>
<td>2004 / Win 2003</td>
</tr>
<tr>
<td>1 Finance Server</td>
<td>HP Proliant ML370</td>
<td>2000 / WIN 2000</td>
</tr>
<tr>
<td>1 Kerio Mail Server</td>
<td>HP Proliant ML370</td>
<td>2004 / Win 2003</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICE DEPT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 RMS Domain Controller</td>
<td>HP 830</td>
</tr>
<tr>
<td>1 Terminal Server</td>
<td>HP ???</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NETWORK DEVICES:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY HALL</td>
<td></td>
</tr>
<tr>
<td>1 Firewall</td>
<td>Sonic TZ-205</td>
</tr>
<tr>
<td>1 Firewall</td>
<td>Barracuda</td>
</tr>
<tr>
<td>2 Backup Tape Drive</td>
<td>HP StorageWorks</td>
</tr>
<tr>
<td>2 Backup Disk Drive</td>
<td>Buffalo LX-WX2</td>
</tr>
</tbody>
</table>

   Mirror to self, auto backup to opposite pair
North Mankato has two internet redundant connections:

- Police Annex -- Charter Communications
- City Hall - Enventus

DESKTOP and LAPTOP COMPUTERS

COMPUTER WORKSTATIONS:

CITY HALL

15 Desktop Computers (Detail below):
<table>
<thead>
<tr>
<th>Location</th>
<th>Model</th>
<th>Operating System</th>
<th>Date Purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator’s Office</td>
<td>HP Compaq Pro 6300 MT</td>
<td>Windows 7 MS XP and MS Office 2013</td>
<td>2013</td>
</tr>
<tr>
<td>City Clerk Office</td>
<td>HP Compaq Pro 6300 MT</td>
<td>Windows 7 MS XP and MS Office 2013</td>
<td>2013</td>
</tr>
<tr>
<td>Outside of Administrator’s Office</td>
<td>HP Compaq Pro 6300 MT</td>
<td>Windows 7 MS XP and MS Office 2013</td>
<td>2013</td>
</tr>
<tr>
<td>Building Inspection/Heather</td>
<td>HP Compaq Pro 6300 MT</td>
<td>Windows 7 MS XP and MS Office 2013</td>
<td>2013</td>
</tr>
<tr>
<td>Building Inspection/Dave Knudson</td>
<td>HP Compaq Pro 6300 MT</td>
<td>Windows 7 MS XP and MS Office 2013</td>
<td>2013</td>
</tr>
<tr>
<td>Michael Fischer</td>
<td>HP Compaq Pro 6300 MT</td>
<td>Windows 7 MS XP and MS Office 2013</td>
<td>2013</td>
</tr>
<tr>
<td>Jana Finkin/Front Desk</td>
<td>HP xw4300 Workstation</td>
<td>Intel Pentium 4 CPU 3.30GHz Windows XP Version 2002 Service Pack 3</td>
<td>??</td>
</tr>
<tr>
<td>Front Desk/not currently used-</td>
<td>HP ProDesk 600 G1 TWR</td>
<td>Intel Core i5-4570 CPU 3.2 GHz/Windows 7 Professional Service Pack 1</td>
<td>2013/2014?</td>
</tr>
<tr>
<td>following software conversion this will</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>replace the front desk computer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable/Nancy Schriber</td>
<td>HP xw4300 Workstation</td>
<td>Windows XP Professional Service Pack 3 Microsoft Office Professional 2003</td>
<td></td>
</tr>
<tr>
<td>Payroll/Michelle Smith</td>
<td>HP xw4300 Workstation</td>
<td>Windows XP Professional Service Pack 3 Microsoft Office Professional 2003</td>
<td></td>
</tr>
<tr>
<td>Finance Director/Clara Thorne</td>
<td>HP xw4300 Workstation</td>
<td>Windows XP Professional Service Pack 3 Microsoft Office Professional 2003</td>
<td></td>
</tr>
<tr>
<td>5 Computers in Conference Room for training on the new software will replace the finance staffs computers following the conversion</td>
<td>HP ProDesk 600 G1 TWR</td>
<td>Windows 7 Professional Service Pack 1</td>
<td>2013/2014?</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>11 Laptop Computers (Council)</td>
<td>HP MC6120</td>
<td>MS XP and MS Office 2013</td>
<td></td>
</tr>
</tbody>
</table>

**PUBLIC WORKS**

<table>
<thead>
<tr>
<th>2 Desktop Computer</th>
<th>HP 6005</th>
<th>WIN 7/SSD/Office 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>(SSD=Solid State Drive)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CITY SHOP**

<table>
<thead>
<tr>
<th>1 Desktop Computer</th>
<th>HP 6005</th>
<th>WIN 7/SSD/Office 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Desktop Computer</td>
<td>HP DC 5800</td>
<td>WIN 7/SSD/Office 2013</td>
</tr>
<tr>
<td>2 Desktop Computer</td>
<td>HP 6305</td>
<td>WIN 7/SSD/Office 2013</td>
</tr>
<tr>
<td>1 Laptop Computer</td>
<td>Panasonic Toughbook</td>
<td></td>
</tr>
</tbody>
</table>

**PUBLIC LIBRARY**

<table>
<thead>
<tr>
<th>10 Desktop Computer</th>
<th>HP 6005</th>
<th>WIN 7/SSD/Office 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Desktop Computer</td>
<td>HP DC 5800</td>
<td>WIN 7/SSD/Office 2013</td>
</tr>
<tr>
<td>1 Laptop Computer</td>
<td>HP 4359 Pro</td>
<td>WIN 7/SSD/Office 2013</td>
</tr>
<tr>
<td>2 Laptop Computers</td>
<td>HP</td>
<td>WIN 7/SSD/Office 2013</td>
</tr>
</tbody>
</table>

**CASWELL PARK**

| 1 Desktop Computer | HP 6700 | |

**FIRE DEPT**

| 2 Desktop Computer | HP 6300 | WIN 7 Pro/SSD |

**POLICE DEPT**

<table>
<thead>
<tr>
<th>2 Desktop Computer</th>
<th>HP DC 5800</th>
<th>WIN 7 Pro</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Desktop Computer</td>
<td>HP 6005</td>
<td>WIN 7 Pro</td>
</tr>
<tr>
<td>5 Desktop Computer</td>
<td>HP 6005</td>
<td>WIN 7 Pro/SSD</td>
</tr>
<tr>
<td>3 Desktop Computer</td>
<td>HP Pro 6000</td>
<td>WIN 7 Pro</td>
</tr>
<tr>
<td>3 Laptop Computer</td>
<td>Panasonic Toughbook</td>
<td>WIN 7 Pro</td>
</tr>
</tbody>
</table>

**PARKS DEPT**

| 1 Desktop Computer | HP 6005 Pro | WIN 7/SSD/Office 2013 |

**WATER PLANT 2**

<table>
<thead>
<tr>
<th>2 Desktop Computer</th>
<th>HP 6005 Pro</th>
<th>WIN 7/SSD/Office 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Desktop Computer</td>
<td>HP DC 5700</td>
<td>WIN 7/SSD/Office 2013</td>
</tr>
</tbody>
</table>

Printers and monitors are considered commodities. The intention is for the Vendor to provide general maintenance, minor service (replace toner or drum) or to direct warranty service for
devices under warranty.

**PRINTERS:**

**CITY HALL:**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Laser Printer</td>
<td>Xerox Phaser 6180DN</td>
</tr>
<tr>
<td>Network Laser Printer/Copier</td>
<td>Canon IR 5020</td>
</tr>
<tr>
<td>Plotter</td>
<td>Ricoh Wideprinter</td>
</tr>
<tr>
<td>Network Laser Printer</td>
<td>HP 4200</td>
</tr>
<tr>
<td>Network Laser Printer</td>
<td>Kyocera</td>
</tr>
<tr>
<td>Laser Printer</td>
<td>HP 1400</td>
</tr>
<tr>
<td>Ink Jet Printer</td>
<td>Epson DFX 5000</td>
</tr>
</tbody>
</table>

**PUBLIC WORKS**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Printer/Copier</td>
<td>Kyocera</td>
</tr>
</tbody>
</table>

**CITY SHOP**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Laser Printer</td>
<td>HP 3390 Multifunction</td>
</tr>
<tr>
<td>Laser Printer</td>
<td>HP 1400</td>
</tr>
</tbody>
</table>

**PUBLIC LIBRARY**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Printer/Copier</td>
<td>Canon</td>
</tr>
<tr>
<td>Laser Printer</td>
<td>HP 2600 Color</td>
</tr>
<tr>
<td>Ink Jet Printer</td>
<td>HP 4050N</td>
</tr>
<tr>
<td>Ink Jet Printer-Wireless</td>
<td>HP P1102W</td>
</tr>
</tbody>
</table>

**FIRE DEPT**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Printer</td>
<td>HP 1400</td>
</tr>
</tbody>
</table>

**POLICE DEPT**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ink Jet Printer</td>
<td>HP CP 202C</td>
</tr>
<tr>
<td>Ink Jet Printer</td>
<td>HP C425 UA</td>
</tr>
<tr>
<td>Laser Printer/Copier</td>
<td>HP iRunner</td>
</tr>
<tr>
<td>Laser Printer</td>
<td>HP 4345 MFP</td>
</tr>
<tr>
<td>Laser Printer</td>
<td>Canon C4380</td>
</tr>
</tbody>
</table>

**PARKS DEPT**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ink Jet Printer</td>
<td>HP 1536 MFP</td>
</tr>
</tbody>
</table>

**WATER PLANT 1**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ink Jet Printer</td>
<td>HP Deskjet</td>
</tr>
</tbody>
</table>

**WATER PLANT 2**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Printer</td>
<td>HP M1522</td>
</tr>
<tr>
<td>Laser Printer</td>
<td>HP CP 2025</td>
</tr>
</tbody>
</table>
E. Computer Systems Locations

The Vendor selected must be able to perform services at each of the following places where City of North Mankato-owned computers and related equipment are located. Maps and/or floor plans of certain computer locations is available for viewing upon request to the City’s Representative. In general, the City’s computer systems are located in the following places:

1. City Hall
2. Police Department - Annex
3. Public Library and Bookmobile
4. Public Works
5. Recycling Center
6. City Shop
7. Caswell Park
8. Fire Department 2
9. Parks Department
10. Water Plant 2

Note: Police Department – Minnesota State Workstation not covered by this contract.
Water Plant 1 - SCADA – computer system not to be covered by this contract.

F. Software Applications and Operating Systems (OS)

The vendor will be expected to install, configure, and support operating systems, software applications, and utilities for network and local operations, including system level security, application and data access, and printing. The vendor will not be expected to configure, support or train for applications at the user level. However, the Vendor will be expected to collaborate with application vendors in the event that there is difficulty identifying potential system issues that prevent application from working properly. The following list may be updated to reflect items yet identified or new purchases.

Microsoft Software Licenses:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Licensed Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS GOVT WINDOWS 2000</td>
<td></td>
</tr>
<tr>
<td>MS GOVT WINDOWS 2004 SERVER</td>
<td></td>
</tr>
<tr>
<td>MS GOVT OFFICE PRO 2013</td>
<td></td>
</tr>
</tbody>
</table>

Application Software:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Licensed Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centurion</td>
<td>Deep Freeze</td>
</tr>
<tr>
<td>Kerio</td>
<td>Mail Server</td>
</tr>
<tr>
<td>Microsoft</td>
<td>Office 2013</td>
</tr>
<tr>
<td>Pace/Gem</td>
<td>Financial and Utility Billing (being replaced)</td>
</tr>
<tr>
<td>Incode</td>
<td>Financial and Utility Billing</td>
</tr>
</tbody>
</table>
SECTION TWO—GENERAL CONTRACT TERMS AND CONDITIONS

Submission of Proposals

Proposals must be submitted in accordance with the instructions given. The container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the Office of the Finance BEFORE the hour specified on the acceptance date. Proposals may either be mailed to the City Administrator, 1001 Belgrade Avenue, North Mankato, Minnesota 56002, or hand delivered to the same address.

Late Proposals

LATE Proposals will be returned to Proposer UNOPENED, if RFP number, acceptance date and Proposer’s return address is shown on the container.

Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Proposer. Failure to manually sign proposal may disqualify it. Person signing Proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT and include documentation showing such authority. Firm name and authorized signature must appear on proposal in the space provided in the lower right hand corner.

Inquiries

Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date.

Substitutions

NO Substitutions including key personnel (i.e., Project Manager) or cancellations permitted after award without written approval by the designated City Representative.

Rights of the City of North Mankato

The City of North Mankato reserves the right to accept or reject all or any part of any Proposal, waive minor technicalities and award the contract to best serve the interest of the City of North Mankato.
Prohibition as Subcontractors

No Proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to who the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

Non-Discrimination

During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin except when religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the Vendor. The Vendor shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

The Vendor, in all solicitations or advertisements for employment placed by or on behalf of the Vendor, will state that the Vendor is an equal opportunity employer.

The Vendor shall include the provisions of this nondiscrimination clause in every subcontract or purchase order in excess of $10,000 so that the provisions will be binding upon the subcontractor or vendor.

Ethics in Public Contracting

A. The City and Vendor will follow the ethics in public contracting requirements of the State of Minnesota as well as all local, State and Federal law concerning contractual service procurement.

B. Any Contract which violates the contracting ethics in the Minnesota codes may be voided and rescinded immediately by the City.

Criminal Sanctions

The provisions referenced in item above supplement, but do not supersede, other provisions of local, State and Federal law. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Minnesota Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Minnesota codes, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

Competition Intended

It is the City of North Mankato's intent that this Request for Proposals (RFP) permit competition. It
shall be the Proposer's responsibility to advise the City of North Mankato in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City of North Mankato not later than fifteen (15) days prior to the date set for acceptance of Proposals.

**Definitions**

1. **Contract** – shall mean a written Agreement and all provisions either contained herein, incorporated by reference, or the result of negotiations that regulating the services provided by Vendor to City.
2. **City** – shall mean the City of North Mankato, Minnesota, a municipal corporation.
3. **Vendor** – shall mean the entity entering this Contract to perform professional information technology services for the City.
4. **City’s Representative** – shall be the City Administrator for the City, or his or her designee.
5. **Authorized City Employee** – shall mean the City’s Representative plus any employee of the City whom the City’s Representative has designated as authorized to make a service call.
6. **On-Site** – shall mean the locations where the City normally uses or stores the computer equipment.

**Inconsistencies in Conditions**

In the event there are inconsistencies between the General Contract Terms and Conditions, and the Supplementary Contract Terms and Conditions and other schedules contained herein, the latter two shall govern.

**License Requirement**

The successful Vendor will be required to be licensed in accordance with the City's Business Licenses and Business and Occupational Tax rules. Questions concerning licensing and tax rules should be directed to the North Mankato Finance Director.

**Proprietary Information**

It is the responsibility of each Proposer to clearly mark any part of his Proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Proposers shall not mark sections of their Proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature, (i.e., prices). Once a contract is awarded, this Proprietary/Confidential information will become a part of the public documentation.

**Subcontractors**

Proposers shall include a list of all subcontractors in their Proposal. Proposals shall also include a statement of the subcontractors' qualifications. The City of North Mankato reserves the right to
reject the successful firm's selection of subcontractors.

**Safety**

All contractors and subcontractors performing services for the City of North Mankato are required to comply with OSHA standards and accepted safety rules and regulations.

**Hold Harmless Clause**

Proposals shall provide that during the term of the contract, including any warranty period, the firm shall indemnify, defend, and hold harmless the City of North Mankato, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights, sustained by any person or property in consequence of any neglect or misconduct in contract work, or on account of any act or omission by the Vendor or his employees, or from any claims or amounts arising from violations of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include all claims and damages involving infringement of patent or copyrights.

**COPYRIGHT**

The Vendor hereby irrevocably transfers, assigns, sets over and conveys to the City all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Vendor further agrees to execute such documents as the City may request to effect such transfer or assignment.

Further, the Vendor agrees that the rights granted to the City by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Vendor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the City approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Vendor for work related to work pursuant to this Agreement.

**INSURANCE REQUIREMENTS**

The Vendor shall provide to the City Purchasing Agent a Certificate of Insurance indicating that the Vendor has in force the coverage below prior to the start of any Work under this Contract. The Vendor agrees to maintain such insurance until the completion of this Contract.

All required
insurance coverages must be acquired from insurers authorized to do business in the State of Minnesota and acceptable to the City. The minimum insurance coverage shall be:

Workers Compensation - Minnesota Statutory Workers Compensation (W/C) coverage including Minnesota benefits and employers liability with limits of $100,000/100,000/500,000.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - City of North Mankato, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Vendor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, City of North Mankato, Minnesota." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the Vendor, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Vendor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.

The Vendor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the City shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of the Contract Documents.

The Vendor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.
The Vendor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Vendor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the City.

**Procedures**

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the City Administrator of the City of North Mankato or his authorized representative(s). The firm shall not comply with request and/or orders issued by other than the City Administrator or his authorized representative(s) acting within their authority for the City of North Mankato. The City of North Mankato will issue a Purchase Order for this contract. No work shall be done which is not covered by a City of North Mankato Purchase Order.

**Contract Period**

The contract shall cover a one-year period beginning with the commencement of services date in the contract award.

This contract may be renewed upon the same pricing, terms, and conditions at the expiration of its term for a maximum of two (2) one (1) year renewal periods by mutual agreement between the parties. Hourly rates may be adjusted by mutual agreement at the beginning of the second contract year and all subsequent years by an amount not to exceed the most current Consumer Price Index for the Minnesota area as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Notice of intent to renew will be given to the Vendor in writing by the City of North Mankato, normally ninety (90) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of North Mankato to a contract renewal.

**Termination**

Subject to the provisions below, the contract may be terminated by the City of North Mankato upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City of North Mankato until said work or services are completed and accepted.

a. **Termination for Convenience**

   In the event that this contract is terminated or canceled upon request and for the convenience
of the City of North Mankato, without the required thirty (30) days advance written notice, then the City of North Mankato shall negotiate reasonable termination costs, if applicable.

b. **Termination for Cause**

The City shall have sole discretionary power to terminate this contract for cause, default, or negligence on the part of the Vendor at any time. Termination by the City of North Mankato for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provision (a) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this contract in a subsequent fiscal year, then the contract shall be canceled and the Vendor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

**Ownership of Products**

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the City of North Mankato.

**Dispute Resolution**

Arbitration shall not be applicable for the resolution of disputes between City and Vendor. Should any disputes arise with respect to this contract, Vendor and the City agree to act immediately in good faith to resolve any such disputes. Vendor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by Vendor as a result of such failure to proceed shall be borne by Vendor, and Vendor shall make no claim against the City for such costs. City can withhold in an escrow account fees associated with the dispute due Vendor as a guarantee to resolve said disputes. During this period Vendor cannot withhold support, maintenance or hot line support. Disputes by the Vendor with respect to this Contract shall be decided in the first instance by the City Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Vendor. This decision shall be final and binding unless within twenty (20) days from the date of such decision the Vendor mails or otherwise furnishes the City Administrator a written appeal addressed to the City Administrator. Decision by the City Administrator shall be final and binding unless a timely appeal is made within thirty (30) days to the Circuit Court of Minnesota County, Minnesota. The decision of the City Administrator shall be final and binding unless set aside by a Court of competent jurisdiction in Minnesota.
County, Minnesota as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision, the Vendor shall proceed diligently with the performance of the Contract in accordance with that decision.

**Contract Order of Precedence**

The contents of the Proposal submitted by the successful Proposer and terms, conditions, particular requirements, and specifications contained in Request for Proposal for RFP 2015-02 issued by the City of North Mankato, Minnesota and the Purchasing Regulations shall be incorporated into the terms and conditions of this contract to the same extent as if they had been set out fully. To the extent that any conflict arises between the provisions of this Contract and those of the Request for Proposals and the Purchasing Regulations, they shall be resolved by giving first preference to the Purchasing Regulations, then to this Contract, then to the Proposal Response from the Vendor, and then the Request for Proposals.

**Conflict of Interest**

In the event that a conflict of interest arises with the successful firm acting as the City of North Mankato's authorized consultant on a specific job, the City of North Mankato reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

**Invoicing and Payment**

Where there is a charge not covered by the fixed-price contract for Information Technology Services, the Vendor shall submit invoices, in triplicate, upon completion of each billable task, such statement to include a detailed breakdown of all charges for that monthly period and the City of North Mankato Purchase Order Number. No invoice will be paid which does not reference the City of North Mankato Purchase Order.

Invoices shall be based upon actual services rendered and actual hours of performance. Invoices for services based on the Scope of Work will be paid monthly in arrears. All such invoices will be paid promptly by the City of North Mankato unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Vendor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of North Mankato  
1001 Belgrade Avenue  
North Mankato, Minnesota 56002  
Attention: Accounts Payable
Examination of Records

a. The Proposer agrees that the City of North Mankato Office of the Purchasing Agent, or his/her duly authorized representative, shall, until the expiration of five years following the final payment on the contract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Proposer involving transactions related to the contract in question.

b. The Vendor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Vendor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts of purchase orders for public utility services at rates established for uniform applicability to the general public.

c. The periods of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data is necessary to enable an exact interpretation of provisions of this request, revisions will be provided to all firms who receive or request this RFP.

Withdrawal of Proposal

a. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

b. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of acceptance.

c. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.

Miscellaneous Requirements

a. The City of North Mankato will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straight-forward,
concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

b. The contents of the Proposal submitted by the successful Proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City of North Mankato. The City of North Mankato Purchasing Regulations are part of any contract awarded. The Proposal, this RFP, and the City of North Mankato Purchasing Regulations shall be incorporated by reference into the contract as though fully set forth therein.

Debarment Status

By submitting a proposal, the Proposer certifies that it is not currently debarred or suspended from submitting proposals on contracts by City of North Mankato, Minnesota or any political subdivision or agency of the State of Minnesota, and is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by City of North Mankato, Minnesota or any political subdivision or agency of the State of Minnesota.

Proof of Licensure by the State of Minnesota will be required of the successful Proposer.

Effective Date of Contract

The effective date of this Contract shall be the date of commencement of services stated in the Notice of Award Letter by City to Vendor.

These General Terms and Conditions shall become a part of the Contract and shall apply to the Vendor and all subcontractors and suppliers.

END
SECTION THREE-AFFIDAVITS

A. Proposer’s Affidavit

STATE OF __________________)

ss.

City OF __________________)

______________________________________________________________, * being first duly sworn, deposes and says as follows:

1. That the said Affiant is the ______________________ ** of _________________________,*** the firm or corporation submitting the attached proposal or proposals;

2. That the facts contained in the proposal submitted herewith are true to the best of Affiant's knowledge and belief and that Affiant has made no material misstatements of fact in order to secure and advantage over other Proposers or for any other reason.

3. That the proposal herewith submitted by the Proposer complies in full with the specifications promulgated by the City, and that any deviations from those specifications are specifically set forth in the proposal or an attachment appended thereto.

______________________________________________________________
SIGNATURE OF AFFIANT

Sworn and subscribed before me this _________ day of _____________________, 20___.

______________________________________________________________
SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for _______________________________ City, __________________.

My Commission expires____________________________.

[ S E A L ]

* Type or print name of Affiant

** Type or print office Affiant occupies

*** Type or print name of firm submitting proposal
B. Non-Collusion Affidavit

STATE OF ________________)  

ss.  
City OF ______________)  

___________________________________________________,*being first duly sworn, deposes  
and says that he/she is _______________________________________________________** of  
___________________________________,*** the party who made the  
foregoing proposal; that it was genuine and not collusive; that said Proposer did not collude,  
conspire, connive, or agree, directly or indirectly, with any Proposer or other person, that such  
other Proposer or person should refrain from bidding, or submit a sham proposal; further, such  
Proposer did not in any manner, directly or indirectly, seek by any agreement or collusion, or  
communication or conference with any person, to fix the proposal price of either Affiant or any  
other Proposer, or to fix any overhead, profit, or cost element of the proposal price of not collude,  
conspire, or agree to secure any advantage against City of North Mankato, Minnesota, or any  
person interested in the proposal. These statements are true to the best of Affiant's knowledge  
and belief. Affiant further says that Affiant did not directly or indirectly submit this proposal, or  
the contents thereof, or divulge information or data relative thereto to any other Proposer or  
association, or to any agent or member thereof.

_______________________________________  
SIGNATURE OF AFFIANT

Sworn and subscribed before me this _______ day of _____________________, 20___.

_______________________________________  
SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for _________________________ City, ____________________.
My Commission expires ___________________________.

[ S E A L ]

* Print or type name of Affiant  
** Print or type office (president, etc.) of Affiant  
*** Print or type name of firm submitting proposal

C. Request For Proposal Affidavit

THIS AFFIDAVIT ATTESTS TO COMPLETENESS AND FULL AGREEMENT WITH THE TERMS AND  
CONDITIONS OF THIS REQUEST FOR PROPOSAL. THIS DOCUMENT (THE RFP) AS WELL AS THE  
PROPOSAL RESPONSE SHEETS WILL BE INCLUDED AS A STANDARD FOR APPLICATION ACCEPTANCE  
AND PROPOSER PERFORMANCE IN THE CONTRACT AGREEMENT IF THE PROPOSER NAMED BELOW  
IS SELECTED.
State of ________________, ________________ County

On this ______ day of ________________, 200_, before me personally came _____________________________________________________________

(name of principle in named Proposer firm)

to me known, who, being by me duly sworn, did dispose and say the he/she is an officer of the respective organization:

Name of Firm:______________________________________________________

Address:___________________________________________________________

__________________________________________________________________

and whose signature I witnessed:

Signature of Proposer: _____________________________________________

Signature of Notary Public:___________________________________________

Printed name of Notary Public:___________________

Commission Expires: ___/___/___
Appendix A: Location of North Mankato City Hall