



**CITY OF SANDPOINT**  
**REQUEST FOR PROPOSALS - RFP NO. 20-1320-1:**  
**INFORMATION TECHNOLOGY MASTER PLAN AND OPERATIONAL REVIEW**

RFP Title:	<b>Information Technology Master Plan and Operational Review</b>
Purpose:	The purpose of this solicitation is to procure qualified Consultants to develop an Information Technology Master Plan and conduct a current operational review of the City's Information Technology program.
Project Budget	\$20,000 budgeted
Submission Deadline:	2:00:00 p.m. Pacific Daylight Time, Friday, March 13, 2020
Questions Deadline:	2:00:00 p.m. Pacific Daylight Time, Friday, March 06, 2020
Submissions:	Email to <a href="mailto:cityclerk@sandpointidaho.gov">cityclerk@sandpointidaho.gov</a> or Mail (3) <i>hard copies</i> and (1) <i>thumb-drive, pdf copy</i> to: City of Sandpoint, City Clerk 1123 Lake St. Sandpoint, ID 83864
Written Inquiries:	Cheryl Hughes Contract/Procurement Officer <a href="mailto:chughes@sandpointidaho.gov">chughes@sandpointidaho.gov</a>
RFP Contents:	<ul style="list-style-type: none"> <li>A. Instructions</li> <li>B. Introduction</li> <li>C. Background</li> <li>D. List of Available &amp; Pending Planning Documents</li> <li>E. Objectives</li> <li>F. Proposal Format and Content</li> <li>G. Review and Evaluation of Proposals</li> <li>H. Project Schedule</li> <li>I. Submissions and Inquiries</li> <li>J. Protest to Owner</li> </ul> Responder Certification Sample Agreement Exhibit A – City Software Application List

## A. INSTRUCTIONS

The City of Sandpoint will receive proposals for:

### **RFP NO. 20-1320-1 - INFORMATION TECHNOLOGY MASTER PLAN AND OPERATIONAL REVIEW**

IT IS UNDERSTOOD that the City of Sandpoint reserves the right to reject any or all proposals for any or all products and/or services covered in this solicitation and to waive informalities of defects in such proposals.

Proposals must be submitted as required in Section H, as well as filling out, signing, and returning “Responder Certification” page within this packet. Proposal and Responder Certification to be **signed by a person having the authority to bind the firm in a contract**. Completed proposals and Responder Certification page can be submitted as follows:

Email to: [cityclerk@sandpointidaho.gov](mailto:cityclerk@sandpointidaho.gov) or via

U.S. Mail or by other delivery method, three (3) sets and one (1) thumb drive, pdf copy, of proposal to:

City of Sandpoint  
Attn: City Clerk  
1123 Lake Street  
Sandpoint, Idaho 83864

All email or mailed/delivered Proposals to be received not later than 2:00:00 PM PST, Friday, March 13, 2020.

**GENERAL INSTRUCTIONS:** Responders to this solicitation should carefully examine all terms, conditions, specifications and related documents. Should a responder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sandpoint’s interpretation shall govern.

**FUNDING:** Funds for payment have been provided through the City of Sandpoint budget approved by the City Council for Fiscal Year 2020 (October 01, 2019 – September 30, 2020).

**LATE PROPOSALS:** Proposals received after submission deadline will not be considered and will be rejected. City of Sandpoint is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Central Services Division’s office shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSALS:** Any proposal may be withdrawn prior to the RFP deadline. Notice to withdraw the proposal must be in writing and, if received after the RFP deadline, shall not be considered.

**CONTRACT AWARD:** If a contract is awarded, it will be awarded to the proposal providing services at the best value to the City. The City has the right to award a contract upon the conditions, terms and specifications contained in submitted proposals to the City for a period of up to ninety (90) days following the date specified for RFP deadline. In awarding a contract, the City may waive minor technicalities and informalities in the solicitation process and proposals received if they are not material to or alter any of the conditions, terms or specifications contained in the Request for Proposal or a qualifying proposal.

**REJECTION OF PROPOSALS:** The City may choose to reject all proposals and not award a contract. If the City does not award a contract within ninety (90) days following the RFP closing date, all proposals will be deemed rejected.

**PURCHASE ORDER:** City of Sandpoint shall generate a purchase order to the successful responder. The purchase order and contract number must appear on all invoices, packing lists, and any and all related correspondence. City of Sandpoint will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

Proposals **MUST COMPLY** with all federal, state, county, and local laws concerning this type of good or service.

**DOCUMENTATION:** Responder shall provide with this proposal, all documentation required by this RFP. Failure to provide this information may result in rejection of submitted proposal.

## **B. SCOPE OF SERVICES**

The City of Sandpoint desires to create an Information Technology Master Plan and needs the assistance of a qualified consulting team. This effort must include the development of a five (5) year master plan that provides short-term and long-term guidance for citywide information technology (IT) needs; assess the current IT conditions for all areas of the city and identify those IT needs that facilitate the advancement of strategic goals, including division goals and present recommended actions to achieve those goals.

Additionally, the City of Sandpoint wants to include an operational review of its Information Technology program. The effort must include a review and assessment of the Technology's current staffing model, review of program's and systems with a focus on maximizing technology capabilities, including mobile capabilities; eliminating redundancies, and increase overall efficiencies. This review will also include all forms of communications, including phones.

## **C. INTRODUCTION**

The City of Sandpoint seeks to maximize its value from investment in Information Technology (IT). In order for the City to maximize its value in IT, it is important there is a high level of cooperation, coordination, and planning that conforms to the overall and established organizational, direction,

and vision of the city. The City has not previously conducted an Information Technology Master Plan or performed an analysis/review of the City's IT. The City has realized the need to have both a Master Plan developed and an Operational Review performed as a result of many changes internally within the organization, externally in the community, as well as changes in service delivery to the community performing duties outside City Hall.

## **D. CURRENT TECHNOLOGY CONDITIONS**

The City currently utilizes an outside vendor with three employees (owner included) to manage Information Technology services. Although a complete IT Asset Inventory will be provided as part of the project process. Responder should consider the following information. The City operates both wired and wireless networks. There are three data centers with 19 physical servers and 6 Hyper-V virtual servers. These data centers supply services to seven (7) facilities and the City has multiple facilities supplied via fiber optics. There are currently 90 Full Time employees and approximately 65 desktops computers, 35 laptop computers, 15 tablets, 74 VoIP phones, and approx. 70 mobile phones. The City owns and operates Wi-Fi hot spots- one (1) internal Wi-Fi at City Hall, one (1) Public Wi-Fi at City Hall, and one (1) Public Wi-Fi at another off-site location in the city.

Please see *Exhibit A, City Software Applications*, for a list of all software currently utilized in the organization.

The City maintains its own Website and provides live streaming video and recordings of public meetings with IT representation at all City Council Meetings and Planning & Zoning Hearings. The City uses a ESRI based GIS system that is heavily used by both internal staff and external stakeholders.

## **E. OBJECTIVES**

### *General*

The Consultant will be expected to collaborate with City Leadership, Information Technology City vendor, and other City staff as determined by Project Manager.

The Consultant is also required to bring a significant degree of analysis and technical expertise in Information Technology and familiarity with various forms of Information Technology necessary and/or beneficial in local government agencies.

The resulting plan must be accessible and easy to understand and contain clear and concise vision statement(s), goals, objectives, and action items.

City considers the following to be essential qualities of the selected Consultant:

1. Capable of working collaboratively with City Leadership and City staff.
2. Ability to produce Plans that have attainable goals, objectives, and action items with a clear path towards implementation.

## *Inventory & Analysis – Operational Review and Master Plan*

1. Special focus/priority areas:
  - Evaluate and provide recommendations and guidance on IT staffing model
  - Review all software applications/programs and systems to maximize mobile capabilities, reduce redundancy, increase efficiency, etc.
  - Thorough review of all forms of communications, including VOiP, mobile phones, radios, etc. and determine and provide guidance and recommendations for more efficient use of the various communication methods
  - Evaluate the current GIS System and Program and provide recommendations and guidance on Program going forward
  - Evaluate the current audio/video/live/recorded streaming applications and provide recommendations or guidance to enhance this critical Program area
  - Review all hardware and IT infrastructure and provide recommendations to maximize the City's IT
2. Engage with all project leads for all relevant Information Technology information.
3. Assemble a summary of all relevant data including, but not necessarily limited to, computer software applications, Voice Over IP system, mobile phones, tablets, desktop computers, laptop computers, data centers, servers, Wi-Fi Hotspots, and fiber optics.
4. Provide a report detailing all findings, analysis, and recommendations.

## *Information Technology Plan*

1. Provide the City with a realistic five (5) year IT Master Plan and an Operational Review that will offer both short-term and long-term guidance for citywide information technology (IT) needs and keeping up with technology in the most cost-efficient and effective manner to better serve the community of Sandpoint and provide staff the tools they need to provide this service. The Master Plan and Operational Review must assess the current IT conditions for all areas of the city and identify those IT needs that facilitate the advancement of strategic goals, including division goals and present recommended actions to achieve those goals.

## *Implementation*

1. A well-defined implementation component is essential. The resulting Plan must contain clear and attainable actionable items, timelines, and responsibilities that should be prioritized in order that the City may implement the resulting goals and objectives of the Plan.

## F. SUBMISSION AND INQUIRIES

Sandpoint encourages disadvantaged, minority, and women-owned Consultants to respond. The City, in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d to 2000d-4) and associated regulations as well as Sandpoint City Code, hereby notifies all responders that it will ensure that all businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression in consideration for an award.

The City reserves the right to waive any minor non-compliances or irregularities contained in the Proposals, at its sole discretion. The City may reject any and all Proposals.

**Email Proposals to [cityclerk@sandpointidaho.gov](mailto:cityclerk@sandpointidaho.gov) or**

**Mail three (3) hard copies and one (1) thumb-drive, pdf copy of your Proposal to:**

City of Sandpoint, City Clerk  
1123 Lake Street  
Sandpoint, Idaho 83864

Proposals will be received until **2:00:00 p.m. Pacific Daylight Time, Friday, March 13, 2020.**

**Any questions regarding this project shall only be directed, in writing, to:**

Cheryl Hughes  
Contract/Procurement Officer  
[chughes@sandpointidaho.gov](mailto:chughes@sandpointidaho.gov)

All Questions and City Answers and any addenda will be posted on the City's website at [www.sandpointidaho.gov](http://www.sandpointidaho.gov). All questions must be received, in writing, by 2:00:00 PM PST, March 06, 2020.

## G. REQUIRED PROPOSAL FORMAT AND CONTENT

The proposal shall contain all sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. Proposals are limited to 24 single-sided (8-1/2" x 11") pages, no less than 11-point font, not including a cover page. Submittals which do not address the items in this section may be considered incomplete and may be deemed non-responsive by the Review Committee.

1. **LETTER OF INTEREST:** Provide a letter of interest signed by an authorized Consultant representative. Provide the names, offices, email addresses and phone numbers for all key Consultant staff that are proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).
2. **STAFF QUALIFICATIONS:** The Proposal shall include a project team member organizational chart and brief biography of key individuals proposed to be assigned to

- the project with emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position/responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, certifications, experience on related and/or similar projects. At least three (3) client references, including name, description of past working relationship, and current contact information, shall be listed for each key individual who is proposed in the organization chart. Any applicable professional licenses or certifications shall be designated for each individual. All known sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects, to include at least three (3) positive client references for each key individual, will constitute a passing score for this section (4-pages maximum).
3. MANAGEMENT APPROACH: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed. (2-page maximum).
  4. RELATED PROJECT EXPERIENCE: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last five (5) years and shall include: project name, project timeframe, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed team members worked on the project and describe the role/work they performed and their levels of involvement (2-pages maximum per project / 6-pages maximum total).
  5. DETAILED DRAFT SCOPE OF SERVICES: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (8 pages maximum):
    - A. description of the Consultant's understanding of the Project;
    - B. detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section E of the RFP;
    - C. list any additional documents or resources necessary to complete the Work; and,
    - D. any optional, recommended services otherwise excluded from the Consultant's proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives.
  6. PROJECT SCHEDULE: The Consultant shall provide a detailed project schedule, directly associated with the Consultant's proposed Scope of Services (2-pages maximum).
  7. PRICE PROPOSAL: Provide a Total Not to Exceed, Price Proposal. Include a detailed cost breakdown of estimated personnel, hours, and fully-loaded rate, exclusions, and should include all labor costs, expenses, overhead, and profit. The Price Proposal will serve as the basis for scoring. The Price Proposal will be scored as follows (1-page maximum):

$(\text{Lowest Proposal Price} / \text{Proposal Price}) \times 15$

Lowest Price will receive a score of 15

*Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000*

*$(\$20,000 / \$25,000) \times 15 = \text{Score of 12 points}$*

## H. REVIEW AND EVALUATION

Responses to this RFP will be evaluated and ranked by a Review Committee. Selection will be based on the RFP and the following point criteria (100 points total / 120 total if oral Interviews are conducted):

1.	LETTER OF INTEREST	(PASS/FAIL)
2.	STAFF QUALIFICATIONS	(PASS/FAIL)
3.	MANAGEMENT APPROACH	(10 points)
4.	RELATED PROJECT EXPERIENCE	(25 points)
5.	DETAILED DRAFT SCOPE OF SERVICES	(30 points)
6.	SCHEDULE	(20 points)
7.	PRICE PROPOSAL	(15 points)

Sections 1 and 2 of the Proposal will be evaluated on pass/fail criteria. Failure to achieve a pass rating on the components of these sections may result in the Proposal being declared non-responsive and the Proposer being disqualified. All other sections of the Proposal will be evaluated and scored on a qualitative basis. Final selection may be made after oral interviews of the top two or three applicants at the discretion of the City. If applicable, the oral interviews will be scheduled within two weeks after the proposal due date and will be factored into the final scoring with a total of 20 possible points.

At the discretion of the City, interviews may be arranged with the top firms to assist in making a final selection. Selection shall be based upon evaluation criteria, the committee's recommendations, and subject to City's final approval. It is the City's intention to select one firm to perform all services.

## I. SCHEDULE

Listed below is the tentative schedule for the selection process and is subject to change:

<b>Event</b>	<b>Date</b>
Proposal Deadline	March 13, 2020
Evaluation by Review Committee	March 16-20, 2020
Award of Contract	March 20, 2020

## J. PROTEST TO OWNER

- Prior to a submission of a protest relating to or arising from the solicitation for RFP, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.
- Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.
- Protests shall include the following information:
  - A. Name, address and fax and telephone numbers of the protester;
  - B. Solicitation or contract number;
  - C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
  - D. Copies of relevant documents;
  - E. Request for a ruling by the City;
  - F. Statement as to the form of relief requested;
  - G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
  - H. All information establishing the timeliness of the protest.
- Protests based on alleged apparent improprieties in the RFP Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.
- Action upon receipt of protest:
  - A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.
  - B. If award is withheld pending City resolution of the protest, the City will inform the proposers whose proposals might become eligible for award of the contract. If appropriate, the proposers will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.

- C. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Owner.
- D. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.
- E. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- F. City protest decisions shall be well-reasoned, and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

## RESPONDER CERTIFICATION

Responder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the proposal submitted.

Responder guarantees product offered will meet or exceed specifications identified in this Request for Proposal.

**Responder Must Fill in, sign, and return with Proposal:**

NAME OF CONSULTANT FIRM: \_\_\_\_\_

CONSULTANT REPRESENTATIVE NAME: \_\_\_\_\_

CONSULTANT REPRESENTATIVE TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Please acknowledge all Addenda to the RFP by entering each Addenda number below (if applicable):**

ADDENDA NO. \_\_\_\_\_

## **SAMPLE AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of XX/XX/XX20 (“Effective Date”) between City of Sandpoint (“Owner”) and XXXXXXX (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Information Technology Master Plan and Operational Review (“Project”).

Consultant’s services under this Agreement are generally identified as follows: Prepare an Information Technology Master Plan and Operational Review (“Services”).

Other terms used in this Agreement are defined in Article 7.

Owner and Consultant further agree as follows:

### **ARTICLE 1 – SERVICES OF CONSULTANT**

#### *1.01 Scope*

- A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

#### *2.01 General*

- A. Owner shall pay Consultant as set forth in Article 4 and Appendix 1.
- B. Owner shall furnish to Consultant any existing and available studies, reports, and other information pertinent to the Consultant’s performance of the Services.
- C. Owner shall advise Consultant of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Services.
- D. Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
- E. Owner shall inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to any Site under study.
- F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as

Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- G. Recognizing and acknowledging that Consultant's services and expertise do not include the following services, Owner shall provide, as required for Consultant performance of its Services:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, or Consultant reasonably requests.
- H. Owner shall give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Consultant's services;
  2. the presence of any Constituent of Concern at any Site; or
  3. any relevant, material defect or nonconformance in Consultant's services or Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### *3.01 Commencement*

- A. Consultant is authorized to begin rendering services as of the Effective Date.

#### *3.02 Time for Completion*

- A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

**ARTICLE 4 – INVOICES AND PAYMENTS**4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Exhibit B, Fee Schedule. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*

- A. Using the procedures set forth in this Article, Owner shall pay Consultant for Basic Services as follows:
1. An amount equal to the cumulative hours charged to the Basic Services by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B, Fee Schedule) and Consultant's sub-consultant charges, if any.
  2. Consultant's standard hourly rates and reimbursable expenses schedule are set forth in Exhibit B, Fee Schedule.
  3. The total compensation for Basic Services and reimbursable expenses shall not exceed \$XX,XXX for this Project.
- B. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged to providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B, Fee Schedule) and Consultant's sub-consultant charges, if any.

**ARTICLE 5 – GENERAL CONSIDERATIONS**5.03 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under

similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Consultant may retain such Consultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 5.01.A, Consultant and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Owner agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such document.
- F. Consultant shall not have any professional engineering, architectural, landscape architecture, construction management, professional land surveying, or public works construction duties under this Agreement.
- G. Consultant is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Consultant's services do not include providing legal advice or representation.
- I. Consultant's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

#### 5.04 *Use of Documents*

- A. All Documents are instruments of service, and Owner shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

#### 5.05 *Electronic Transmittals*

- A. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 5.06 *Insurance*

- A. Consultant will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.
  - 1. Worker's Compensation: Statutory limits in accordance with the State of Idaho
  - 2. Automobile Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
  - 3. Professional Liability: Errors and Omissions: \$500,000
  - 4. Comprehensive Commercial General Liability: \$1,000,000 per occurrence/  
\$2,000,000 aggregate

#### 5.07 *Termination*

- A. *Termination:* The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

## b. By Consultant:

- 1) upon fourteen days' written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
- 2) upon fourteen days' written notice if the Consultant's services are delayed for more than 90 days for reasons beyond Consultant's control.

## c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.

2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.05.A.1.a or 5.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Consultant's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 5.05.A or 5.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 5.05, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- E. In the event of termination by Owner for convenience, or by Consultant for cause, Consultant shall be entitled, in addition to invoicing for those items identified in Paragraph 5.05.D, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 1.

#### 5.08 *Controlling Law*

- A. This Agreement is to be governed by the State of Idaho.

#### 5.09 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party. Any and all Documents prepared by Consultant, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Consultant.

#### 5.10 *Dispute Resolution*

- A. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 5.11 *Environmental Condition of Site – Not Used*

#### 5.12 *Indemnification*

- A. Consultant shall defend, indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Consultant wrongful acts or omissions in the performance of its duties under this Agreement. This

indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

#### 5.13 *Records Retention*

- A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Owner's request, Consultant shall provide a copy of any such item to Owner at cost.

#### 5.14 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence no later than the date of completion of the Services.

### **ARTICLE 6 – DEFINITIONS**

#### 6.03 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. *Additional Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 2 of Exhibit A of this Agreement.
2. *Agreement*—This written contract for study and report professional services between Owner and Consultant, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Basic Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 1 of Exhibit A of this Agreement.
4. *Consultants*—Individuals or entities having a contract with Consultant to furnish services with respect to this Agreement as Consultant’s independent professional associates and consultants; subcontractors; or vendors.
5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Consultant to Owner pursuant to this Agreement.
6. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
7. *Consultant*—The individual or entity named as such in this Agreement.
8. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Owner*—The individual or entity with which Consultant has entered into this Agreement and for which Consultant's services are to be performed.
10. *Project*—The total undertaking to be accomplished for Owner by Consultants, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Consultant under this Agreement are a part.

## **ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS**

### *7.03 Exhibits Included*

- A. Exhibit A, Scope of Services.
- B. Exhibit B, Fee Schedule
- C. Exhibit C, Project Schedule

### *7.04 Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

*7.05 Designated Representatives*

- A. With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

*7.06 Consultant's Certifications*

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF SANDPOINT

Consultant:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: Shelby Rognstad

Print name: \_\_\_\_\_

Title: MAYOR

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Owner's receipt of notices:

Address for Consultant's receipt of notices:

1123 Lake Street  
Sandpoint, Idaho 83864

Designated Representative:

Designated Representative:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Exhibit A, Scope of Services** between Owner and Consultant for the Information Technology Master Plan and Operational Review Professional Services dated XXXXXXXX XX, 2020.

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TBD

**Exhibit B, Fee Schedule**, for the Information Technology Master Plan and Operational Review Professional Services dated XXXXX XX, 2020.

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TBD

**Exhibit C** – Project Schedule for the Information Technology Master Plan and Operational Review Professional Services dated XXXXXXXX XX, 2020.

TBD

## EXHIBIT A CITY SOFTWARE APPLICATION LIST

Acrobat Pro, Reader and Standard  
Acronis Backup 12.5  
Adobe Illustrator  
AutoCad 2018  
Badger Meter Reading  
Barracuda Backup  
BlueBeam PDF  
B S & A ERP (new financial software – went Live 10/01/19)  
Cisco Jabber  
Coban  
Compstat  
CUES Granite  
Custom Intranet  
Datanow (old financial software)  
DesignCAD Max  
Eimpact  
ESRI ArcGis  
Firehouse  
Microsoft Hyper-V  
Laserfiche Rio 10.3.1  
Lifesize Recording  
Microsoft Exchange Server 2013  
Microsoft Exchange Server 2016  
Microsoft Office Home and Business and Standard 2010, 2013, 2016 and 2019  
Microsoft Office 365  
Microsoft Remote Desktop Server  
Microsoft Server 2008 R2  
Microsoft Server 2012 R2  
Microsoft Server 2016  
Microsoft SQL Server Express Microsoft SQL Server Standard 2008 R2 Microsoft SQL Server Standard 2012 Microsoft SQL Server Standard 2014  
Microsoft Windows 7 Pro and Microsoft Windows 10 Pro  
NetMotion VPN  
Orion Meter Reading  
Rockwell Automation Software for SCADA Systems  
Sonicwall VPN  
Spillman  
Symantec Backup Exec 2012 and 2014  
Symantec Endpoint Protection Enterprise  
Veritas Backup Exec 16  
VLC Player  
Watchguard  
Winamp