

## **POSSIBLE MOTION**

**I MOVE** to award a professional services contract to Arcticom LLC for the E911 system replacement with a not to exceed amount of \$285,000 and authorize the Municipal Administrator to execute this document.

Note:

- A supplemental appropriation in the amount of \$285,000 was approved by the Assembly on July 24, 2018 for the E911 software system acquisition.



# City and Borough of Sitka

## Information Technology Department

100 Lincoln Street • Sitka, Alaska 99835

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### MEMORANDUM

**To:** Mayor Hunter and Assembly Members  
Keith Brady, Municipal Administrator

**From:** Ron Duvall, Information Technology Director *RAD*

**Cc:** Jay Sweeney, Chief Finance and Administrative Officer,  
Jeff Ankerfelt, Chief of Police,  
Dave Miller, Fire Chief

**Date:** August 14, 2018

**SUBJECT:** E911 SYSTEM REPLACEMENT PROFESSIONAL SERVICES CONTRACT

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### Background

The City and Borough of Sitka (CBS) Information Technology Department recently completed a Request for Proposal (RFP) process to replace the CBS E911 System. We received bids from three vendors.

- Alaska Communications
- Arcticom LLC.
- Solacom Technologies, Inc.

The bid process included an opportunity for all interested parties to visit Sitka to gain a complete understanding of how the Sitka Police Department (SPD) operates and the requirements outlined in the RFP package. Once the bids were received and reviewed by the bid review committee the three vendors were invited to Sitka to present their solution and allow key employees to see and make comments on potential solutions.

### Evaluation Categories:

- Did they meeting specifications outline in the RFP package?
- Total Cost

- Management Plan and Approach to their proposed Scope of Work
- Vendor qualifications to complete the installation of a new E911 system
- Vendor financial capacity to complete the installation of a new E911 system

Bid review committee:

- Ron Duvall, IT Director
- Don MacKinnon, System Administrator
- Lyn Blankenship, Dispatch/Records Supervisor

Goals of the E911 System Replacement Project:

1. Provide a commercially supported E911 system for servicing CBS Emergency Services
2. Upgrade the E911 Call Taker and peripheral systems to current industry standards
3. Streamline the call taking process between the E911 Call Taker System and the RMS/CAD systems

## Analysis

Each vendor presented fully functional E911 systems that would achieve the goals set out for this project. Typically software development and technology companies utilize third party vendors to resell and support their systems. This is the case for Alaska Communications and Arcticom LLC., only Solacom Technologies is the developer of the solution proposed. I have outlined our findings of each vendor and the proposed E911 Solution.

**Alaska Communications – West Safety Services, VIPER 9-1-1**

- Meet specifications
- Highly capable solution in its functionality and look and feel
- Highest cost
- Very clear and well thought out project plan and ongoing support
- Alaska based company with multiple successful installations

**Arcticom LLC. – Zetron, MAX Call-Taking**

- Meet specifications
- Highly capable solution with well thought out functionality and look and feel
- Provided true redundant capabilities to provide 100% up time
- Middle cost
- Very clear and well thought out project plan and ongoing support
- Alaska based company
- Zetron has completed multiple successful installations in communities or similar size

#### **Solacom Technologies – Solacom Guardian**

- Meet most specifications
- Capable solution with well thought out functionality and look and feel
- Did not present a fully redundant solution
- Lowest cost
- Small international company with no experience in Alaska

The bid committee determined that Arcticom LLC. and the Zetron Max Call-Taking solution has the best capacity and proven track record to achieve the project goals.

#### **Fiscal Note**

The purchase of the necessary equipment, installation, and training based on the scope of work determined has been set to not exceed \$285,000. The ongoing annual maintenance for keeping our E911 System current and supported will be \$6,100 per year and will be funded by the designated E911 Fund.

#### **Recommendation**

I recommend you approve a Professional Services Contract with Arcticom LLC., to complete the replacement of the CBS E911 System that is not to exceed \$285,000 and to be completed by November 20, 2018.

**CONTRACT TO PROVIDE PROFESSIONAL SERVICES TO  
CITY AND BOROUGH OF SITKA BY ARCTICOM, LLC.  
FOR E911 SYSTEM REPLACEMENT**

City and Borough of Sitka ("Owner") desires the firm Arcticom, LLC. ("Contractor") to Provide Professional Services for E911 System Replacement. This Contract to Provide Professional Services to City and Borough of Sitka for the E911 System Replacement ("Contract") is made and entered into by and between Owner and Contractor in consideration of the mutual promises contained in this Contract.

This Contract also consists of:

**SECTION 1. DEFINITIONS**

For the purpose of this Contract, the terms used in this Contract shall have the following meaning:

- A. "Owner" shall mean the City and Borough of Sitka, Alaska.
- B. "Contractor" shall mean Arcticom, LLC, a Partner, Associate, or any other person acting for and/or in behalf of the firm Arcticom, LLC.
- C. "Owner's authorized representative" shall mean the person set forth in Section 21 (B)(2) of this Contract.
- D. "Days" shall mean calendar days.

**SECTION 2. CONTRACT TIME**

This Contract becomes effective when signed and dated by both Parties. Completion date is **November 30, 2018.**

- A. Contractor shall commence performance of the work identified in Section 4 immediately following receipt of the Notice to Proceed.
- B. Except as expressly allowed under this Contract, Owner need not grant Contractor any extension in the time provided to complete the work under this Contract. If Contractor's progress falls behind the project schedule, Contractor shall commit additional resources to the prosecution of the work, or take such other additional steps as are reasonably necessary to assure the completion of the work on schedule, all at no additional cost to Owner.



### **SECTION 3. RESPONSIBILITY OF CONTRACTOR**

At all times during Contractor's performance of professional services under this Contract, Contractor shall possess and exercise the level of competence, knowledge and skill presently maintained by other practicing members of the profession in good standing in the same or similar localities.

### **SECTION 4. SCOPE OF SERVICE**

The services to be performed by Contractor shall include all services required to complete the tasks set forth in Contractors Scope of Services, and shall be in accordance with all applicable statutes, Sitka General Code provisions, ordinances, rules, and regulations.

### **SECTION 5. OWNERSHIP OF DOCUMENTS**

All plans, drawings, calculations, supporting data and specifications, originals and tracings, shall become the property of Owner. Such documents shall be transmitted to Owner prior to the time of final payment for the work under this Contract. Contractor shall be entitled to retain and reference record copies and electronic files of all documents.

### **SECTION 6. TERMINATION**

This Contract may be terminated:

- A. By mutual consent of the Parties.
- B. For the convenience of Owner, provided that Owner notifies Contractor of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either Party where the other Party fails in any material way to perform its obligation under this Contract; provided, however, that as a condition of the exercise of its right of termination under this subsection the terminating Party shall notify the other Party of its intent to terminate this Contract and state with reasonable specificity the grounds, and the defaulting Party shall have failed, within 30 days of receiving the notice, to cure the default.
- D. Termination pursuant to this section shall not affect the Parties' continuing obligations under this Contract.

### **SECTION 7. DUTIES UPON TERMINATION**

- A. If Owner terminates this Contract for convenience, Owner shall pay Contractor the reasonable value of any services satisfactorily rendered prior to termination. Payment under this section shall never exceed the total compensation possible under Section 9. All finished and unfinished reports and materials prepared by Contractor shall become

the property of Owner.

- B. If this Contract is terminated for cause, Owner shall pay Contractor reasonable value of the services satisfactorily rendered prior to termination less additional direct costs incurred by Owner because of Contractor's sole failure to perform satisfactorily. Any finished or unfinished documents or materials, for which Owner has compensated Contractor, shall become the property of Owner. . Under no circumstances shall payment under this section exceed the percentage value of work completed as defined by Contractors Fee Proposal and under Section 9. Under no circumstances shall payment under this section exceed the total compensation possible under Section 9.
- C. If Contractor has received payments prior to termination in excess of the amount to which it is entitled under Subsection A or B of this section, Contractor shall remit such excess to Owner within 30 days after receipt of notice to that effect.
- D. Contractor shall not be entitled to compensation under this section until Contractor has delivered to Owner all documents, records, work products, materials, and equipment owned by City and Borough of Sitka, related to this Contract and requested by Owner.
- E. If Owner terminates Contractor's services for whatever reason, Contractor may not claim any compensation under this Contract other than allowed under this section.
- F. The Owner need not recognize any claim by Contractor for reimbursable expenses or costs incurred after the time which Contractor receives notice of termination under this section.

## **SECTION 8. INDEMNIFICATION**

- A. Contractor shall indemnify, defend, save, and hold Owner harmless from any claims, lawsuits, or liability, including attorney's fees and costs, arising from any wrongful or negligent act, error or omission of Contractor occurring during the course of or as a result of Contractor's performance pursuant to this Contract.
- B. Contractor shall not indemnify, defend, save, and hold Owner harmless from any claims, lawsuits, liability, or attorney's fees and costs, arising in wrongful or negligent acts, errors or omissions solely of Owner occurring during the course of or as a result of the performance of this Contract.
- C. Where claims, lawsuits, or liability, including attorney's fees and costs, arise from wrongful or negligent acts of both Parties, Contractor shall indemnify, defend, save and hold Owner harmless from only that portion of claims, lawsuits or liability, including attorney's fees and costs, which result from Contractor's wrongful or negligent acts occurring during the course of or as a result of Contractor's performance pursuant to this Contract.

## **SECTION 9. PAYMENT**



- A. For Contractor's Design, Bidding, Contract Services and Expenses, as described in Section 4 of this Contract, compensation will be paid on a time and expense basis, subject to Contractor's satisfactory performance, in a total amount Not to Exceed (NTE) **\$285,000** unless mutually agreed upon by both Parties, and approved by the CBS Assembly prior to commencing additional work.

Contractor shall **not** begin any phase of the work without written authorization by Owner. The Owner has the option of omitting any phase of the Contract as it deems necessary.

- B. Owner shall make payment three payments.

One Third (1/3) of the NTE amount at signing of this Contract

One Third (1/3) of the NTE amount at delivery of Equipment

Remaining billable at successful completion of the scope of work outline in the scope of work addendum.

- C. Contractor shall be entitled to no compensation under this Contract beyond the amount of Owner's express obligation under subsection A above. Compensation for preliminary drawings, specifications and reports shall not exceed 50% of the total Contract amount.
- D. The amount to be paid for additional services, at the option of Owner and as approved by the CBS Assembly, shall be negotiated at the hourly fees submitted in Contractors Revised Fee Proposal, by the Parties prior to the execution of amendments to this Contract for this work.

#### **SECTION 10. AUDIT: ACCESS TO RECORDS**

- A. Contractor shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Contract. The Owner's authorized representatives shall have the right to examine such records and accounting procedures and practices during normal business hours and subject to advance notification.
- B. The Owner's authorized representative shall have the right to examine all books, records, documents and other data of Contractor related to the negotiation, pricing and performance Contract, and any change or modification for the purpose of evaluating the accuracy, completeness, and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations, and projections used.
- C. The materials described in this section shall be made available at the business office of Contractor at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of final payment under this Contract and for such longer period, if any, as may be required by applicable statute or other provisions of this Contract.
- D. If this Contract is completely or partially terminated, records relating to the services terminated shall be made available to Owner by Contractor for a minimum of 3 years from the date of any resulting final settlement.

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- E. Records which relate to claims or litigation or the settlement of claims arising out of the performance of this Contract shall be made available to Owner by Contractor until such claims or litigation have been concluded.

#### **SECTION 11. RELATIONSHIP OF PARTIES**

Contractor shall perform its obligations under this Contract as an independent Contractor of Owner. Owner may administer the Contract and monitor Contractor's compliance with its obligations. Owner shall not supervise or direct Contractor other than as provided in this section.

#### **SECTION 12. ASSIGNMENTS**

Unless otherwise allowed by this Contract or in writing by Owner, any assignment by Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and any attempt by Contractor to assign any part of its interest or delegate duties under this Contract shall give Owner the right immediately to terminate this Contract.

The Owner reserves the right to approve all subcontractor contracts.

#### **SECTION 13. NONDISCRIMINATION**

- A. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
- B. Contractor shall state, in all solicitations or advertisements for employees to work on jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood.
- C. Contractor shall include the provisions of Subsection A in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of Contractor under this Contract.
- D. Contractor shall comply with all applicable Federal, State and City laws concerning the prohibition of discrimination.

#### **SECTION 14. COPYRIGHTS AND RIGHTS IN DATA**

All documents produced under this Contract are the property of Owner, including notes, drawings, reports and other technical information referred to as work products, except items which have pre-existing copyrights. Payments to Contractor for services include full compensation for all work products produced by Contractor and its subcontractors.

All such subject data furnished by Contractor pursuant to this Contract are instruments of its services in respect to this particular project. It is understood that Contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If Owner reuses the subject data without Contractor's specific written verification of adaption, such reuse will be at the risk of Owner, without liability to Contractor. Any such verification of adaption requested in writing by Owner at Owner's sole option will entitle Contractor to further compensation at rates agreed upon by the Parties.

## **SECTION 15. NOTICES**

Any notice required pertaining to the subject matter of this Contract shall be in writing and either personally delivered or mailed by prepaid, first class, registered or certified mail, return receipt requested, to the following addresses:

**OWNER:**

City and Borough of Sitka  
Ron Duvall, IT Director  
100 Lincoln Street  
Sitka, AK 99835

**CONTRACTOR:**

Arcticom, LLC  
Richard H. Foster, President  
3301 C Street  
Suite, 400  
Anchorage, AK 99518

## **SECTION 16. CLAIMS AND DISPUTES**

If Contractor becomes aware, or reasonably should have become aware, of any act or occurrence which may form the basis of a claim, Contractor shall immediately notify in writing Owner's authorized representative. If the matter cannot be resolved within seven (7) days, Contractor shall, within the next fourteen (14) days, submit a written notice of the claim. Contractor shall, in presenting the claim, include the facts and circumstances surrounding the claim, the specific relief requested including any additional compensation claimed and the basis upon which it was calculated, and the provisions of this Contract under which the claim is made. This procedure covers all claims by Contractor for additional compensation or any extension of the time for performance or any dispute regarding a question of fact or interpretation of this Contract. Contractor agrees that unless these written notices are provided, Contractor shall have no entitlement to additional time nor compensation for such act, event or condition.

## **SECTION 17. SUCCESSORS AND ASSIGNS**

The Parties bind themselves, partners, successors, assigns and legal representatives to the other Party to this Contract and to partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Contract.

## **SECTION 18. INSURANCE**

- A. Contractor shall at all times during the term of this Contract, maintain in good standing the insurance described in Subsection B. Before rendering any services under this Contract, Contractor shall furnish Owner with proof of insurance in accordance with Subsection B in a form acceptable to the Risk Manager for Owner; such proof of

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insurance shall be incorporated into this Contract.

B. Type of coverage:

- |   |                  |
|---|------------------|
| 1. <u>Commercial General Liability</u>      |                  |
| Occurrence Limit                            | \$2,000,000      |
| Products and Completed Operations Aggregate | \$2,000,000      |
| General Aggregate                           | \$2,000,000      |
| 2. Workman's Compensation                   | Alaska Statutory |
| Employers Liability                         |                  |
| 3. Professional Errors and Omissions        | \$2,000,000      |

C. Insurance Notes

1. Owner shall be named as an additional named insured on the required general liability and automobile insurance policies. The Owner shall also be granted a full waiver of any rights of subrogation by endorsement under all required policies with the exception of Professional Errors and Omissions. These requirements extend to all subcontractors.
2. Contractor is required to notify Owner if any policy is to be canceled, materially changed, or renewed, at least thirty days prior, by written notice sent by certified mail.

**SECTION 19. PERMITS, LAWS AND TAXES**

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

**SECTION 20. NON-WAIVER**

The failure of either Party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part, or the right of such Party to enforce each and every provision.

**SECTION 21. AMENDMENT**

- A. This Contract shall only be amended, modified or changed by a written amendment, executed by authorized representatives of the Parties, and such amendment shall be attached to this Contract as an appendix.
- B. For the purposes of any amendment, modifications or change to the terms and conditions of this Contract, the only authorized representatives of the Parties are:

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1. Richard H. Foster, President – For Contractor
  2. Keith Brady, CBS Municipal Administrator – For Owner
- C. Any attempt to amend, modify or change this Contract by either an unauthorized representative or unauthorized means, shall be void.

## **SECTION 22. SEVERABILITY**

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

## **SECTION 23. JURISDICTION - CHOICE OF LAW**

Any civil action rising from this Contract shall be brought in the Alaska Superior Court at Sitka. The laws of the State of Alaska shall govern the rights and obligations of the Parties under this Contract.

## **SECTION 24. INTEGRATION**

This instrument and all appendices and amendments embody the entire Contract of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Contract. This Contract shall supersede all previous communications, representations, or Contracts, either oral or written, between the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Contract on the date shown below, and by their signatures, confirm they are authorized to sign this Contract.

**CITY AND BOROUGH OF SITKA**

**ARCTICOM, LLC**

\_\_\_\_\_  
**Keith Brady**  
Municipal Administrator

\_\_\_\_\_  
**Richard H. Foster**  
President

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

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

\_\_\_\_\_  
Tax ID No. 47-3410803

**ATTEST:**

**LEGAL REVIEW:**

\_\_\_\_\_  
Sara Peterson, CMC  
Municipal Clerk

\_\_\_\_\_  
Brian Hanson  
Municipal Attorney

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

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

\$285,000

\_\_\_\_\_  
Not to Exceed Contract Amount

\_\_\_\_\_  
Contract Number