

**TOWN OF GUADALUPE
AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES**

C2020-49

THIS AGREEMENT made and entered into, by and between the TOWN OF GUADALUPE (“Town”), an Arizona municipal corporation, and MYTEK TECHNOOGY SOLUTIONS (“Contractor”), an Arizona corporation, who shall be collectively referenced to as the “Parties”, or individually as a “Party”.

RECITALS

- A. On March 11, 2020, the Governor of Arizona issued a statewide Declaration of Emergency and an Executive Order in response to the spread of the coronavirus in the state of Arizona. On March 13, 2020, the President of the United States declared the coronavirus a national emergency.
- B. The Pascua Yaqui Tribe received CARES Act funds to respond to the national health emergency and provided a share of those funds to the TOWN OF GUADALUPE to provide services to its residents in an effort to reduce the spread of the virus, to provide resources to the TOWN OF GUADALUPE residents, to assist in recovery efforts, and to inform and educate the residents about the coronavirus.
- C. The TOWN OF GUADALUPE administered a Request for Proposals (RFP) process as part of a fair and open procurement to select a contractor to create a solution to refresh its current IT infrastructure and to solve some IT problems. The COVID-19 health emergency has led to increased concern about the data storage, the ability to hold public meetings and hearings that can be held virtually and viewed by the public remotely, and to allow Town employees to work efficiently from home.
- D. The Contractor has responded to the Town’s Request for Proposal in which the Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the “Work”).
- E. Town and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

AGREEMENT

NOW, THEREFORE, Town retains Contractor to perform, and Contractor agrees to rend the services in accordance with the terms and conditions set forth as follows:

- 1. **PROJECT DESCRIPTION:** Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the Contract Documents as fully described in Exhibit A the Request for Proposals which includes all required specifications.
- 2. **CONTRACT TERM:** The Term of this Agreement shall be performed from December 10, 2020, through December 31, 2021. The initial Work should be completed within 45 days of the issuance of the contract. At the time that the solution is selected, it will be determined whether there is a need for continuing monthly services by the contractor through the remainder of the term of the Agreement.
- 3. **PRICE:** The price of service shall be governed by Exhibit B for the Performance of Work under the contract documents. Exhibit B includes three solutions to the stated need for increased concern about the data storage, the ability to hold public meetings and hearings that can be held virtually and viewed by the public remotely, and to allow Town employees to work efficiently from home. The Town intends to work further with the Contractor to fine tune the selected solution but the price is not to exceed \$50,125.00. In addition, the monthly recurring costs are not to exceed \$5,220.00 per month for the months of January through December 2021.
- 4. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor’s performance of services retain the Contractor’s status as an independent contractor. Contractor’s employees shall under no circumstances be considered or held to be employees or agents of Town, and Town shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor.

Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to the Town for the acts and omissions of its employees.

5. INDEMNIFICATION: To the fullest extent of the law, Contractor shall defend, indemnify and hold harmless Town, its elected and appointed officers, officials, agents and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the arts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of property including loss of use resulting therefrom, caused by a Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or Services Contractor may be legally liable.
6. ENFORCED DELAYS (FORCE MAJUERE): Neither Town nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor dispute, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, Sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Work. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Work. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of any such Enforced Delay, the time or times of performance of the obligations or the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of such provisions of this section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.
7. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Maricopa County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the vent either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of term or condition of this Agreement It is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
8. SUCCESSORS/NO ASSIGNMENT PERMITTED: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due without the previous written consent of Town.
9. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent

registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives notice.

10. **SAFETY:** Contractor and/or its subcontractors shall be solely responsible for job safety at all times.
11. **RIGHTS AND REMEDIES:** The duties and obligations imposed by the Agreement documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, right and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty duly afforded any of them under the Agreement, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.
12. **AMENDMENT:** It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties. That said, the agreed upon scope of work, or solution to the stated technology issue, will be completed within the initial term of the Agreement.
13. **ENTIRE AGREEMENT:** This Agreement and any Exhibits represent the entire Agreement between the Town and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any inconsistency shall be resolved, if possible, by construing the provisions as mutually complimentary and supplementary.
14. **SEVERABILITY:** Town and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Town to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or town code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic an otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.
15. **SUCCESSORS & ASSIGNS:** Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the their partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of Town.
16. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.
17. **CONFLICT OF INTEREST:** This Agreement is subject to, and may be terminated by Town in accordance with the provisions of A.R.S. §38-511.
18. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§35-393 through 35-903.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

19. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.
20. CONTRACT DOUMENTS: This Agreement includes the following exhibits incorporated herein by reference:
EXHIBIT "A": REQUEST FOR PROPOSALS
EXHIBIT "B": MYTEK PROPOSAL
EXHIBIT "C": CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 10th day of December, 2020.

CONTRACTOR:

Tim Tiller, MyTek Technology Solutions
An Arizona corporation

By: Tim Tiller
Title: President & CEO

TOWN:

TOWN OF GUADALUPE
An Arizona municipal corporation

By: Valerie Molina
Title: Mayor

ATTEST:

Jeff Kulaga
Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard
Town Attorney

EXHIBIT "A": REQUEST FOR PROPOSALS



Town of Guadalupe

Request for Proposals

INFORMATION TECHNOLOGY SERVICES

PROPOSAL INSTRUCTIONS AVAILABLE: November 18, 2020

PROPOSAL DUE DATE: December 2, 2020

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

**TOWN OF GUADALUPE
REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY SERVICES**

Purpose

The Town of Guadalupe invites all interested firms to submit proposals to create a solution to refresh its current IT infrastructure and to solve some IT problems. The COVID-19 health emergency has led to increased concern about the data storage, the ability to hold public meetings and hearings that can be held virtually and viewed by the public remotely, and to allow Town employees to work efficiently from home. This is a one-time project and is not intended to create a long-term contract or relationship between the Town and the Contractor selected. It is the Town's desire that the work be initiated and completed within 45 calendar days of the award of the job.

Only those Contractors that are identified through this RFP process as sufficiently qualified and experienced will be considered to provide the requested services for the Town.

All Request for Proposals responses must be submitted in a sealed package or emailed to:

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Attn: Sara Farrar

or

sfarrar@guadalupez.org

NO LATER THAN 4:00 P.M. MST on December 2, 2020

All requests for clarification, additional information, or appointments related to this RFP must be submitted in writing, fax, or email on or *before 4 pm on November 24, 2020 to:*

Sara Farrar
COVID-19 Response Project Manager
Telephone: (480) 505-5399
Fax: (480) 505-5368

sfarrar@guadalupez.org

Reservation of Rights

This RFP is issued to invite Bidders to submit information and/or bids. Issuance of this RFP in no way constitutes a commitment by the Town of Guadalupe to select a contractor and/or award a contract. The Town of Guadalupe reserves the right, without prejudice, to reject any or all bids not in compliance with the RFP specifications and may exercise the right to accept or reject any or all bids submitted. Acceptance of any quote with contractual terms is dependent on the Town's funding.

I. Additional Proposal Authorities

Subcontracting Information

The selected Contractor shall be the prime contractor responsible to the Town of Guadalupe. Contractors may enter into subcontractor arrangements, however, Contractor should acknowledge in their bid total responsibility for the entire contract, including payment of any and all charges resulting from the contract. If

the Contractor intends to subcontract portions of the work, the Contractors should designate, in their response, the specific tasks to be performed by the subcontractors.

Costs Incurred in Preparation of Proposals

All costs directly or indirectly related to preparation of a bids responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the Town in connection with this Request for Proposals, shall be the sole responsibility of the Bidder, and shall not be reimbursed in any manner by the Town.

Ownership of Proposals

All materials submitted in response to this RFP become the property of the Town. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the Town and not returned to Bidders.

Proposals Validity

All bids shall be considered valid for acceptance until such time an award is made, unless the Bidder provides for a different time period within its bid. However, the Town reserves the right to reject a proposal if the Bidder's time period is unacceptable and the Bidder is unwilling to extend the validity of its proposals.

Proposers Inquiry Periods

An inquiry period is hereby firmly set for all interested Bidders to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing by an authorized representative of the Bidder and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Inquiries shall not be entertained thereafter. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Bidders.

Changes, Addenda, Withdrawals

The Town reserves the right to change the schedule of events at any time. The Town also reserves the right to cancel or reissue the RFP. If the Bidder needs to submit changes, addenda or withdrawals, a written request signed by an authorized representative of the Bidder, cross-referenced clearly to the relevant proposal section shall be submitted prior to the proposal opening, in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the Town to award a contract. The Town reserves the right to accept and reject any or all bids, or to cancel this RFP if in the best interest of the Town to do so.

Acceptance of Bid Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Bidders to accept these obligations shall result in the rejection of the bids.

DUNS Number and Registration on SAM.GOV

This project is funded with CARES Act Federal funds provided to the Pascua Yaqui Tribe to address unforeseen needs and risks created by the COVID-19 public health emergency. The Tribe, in turn, has provided funds to the Town of Guadalupe to address those unforeseen needs and risks within the Town and its residents. In order to

be eligible to be paid with Federal funds, the selected Contractor must be registered with the Federal government's SAM database, the primary database of vendors doing business with the federal government. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Please indicate if your firm is already registered with sam.gov or not. If your firm is, please include your DUNS number.

Site Visit

There will not be a pre-bid meeting but Contactors wishing to make a site visit to assist in preparing their bid may do so. To arrange a site visit please contact Sara Farrar at 480-505-5399 or sfarrar@guadalupeaz.org. Please see the Schedule of events for the availability. Advance notice of 24 hours would be appreciated when scheduling a site visit but Town staff will do their best to accommodate any Contractor wishing to see the facilities before making a bid.

Schedule of Events

Event	Date & Time
RFP released	November 18, 2020
Site visits by appointment	November 20-25, 2020 Monday-Friday 8am-5pm
Deadline for receiving bidders' written inquiries	November 24, 2020 at 4:00 pm
Deadline to issue answers bidders' written inquiries	November 30, 2020 at 4:00pm
Deadline for submitting proposals	December 2, 2020 at 4:00pm
Opening of proposals	December 3, 2020 at 10am
Notice of Intent to Award	December 8, 2020

II. Bidder Requirements

The Town of Guadalupe expects all Bidders to sufficiently address the following terms within the submitted bid:

1. Bidder must be registered on sam.gov and not be shown to be suspended, debarred or excluded from participating in a Federal contract and the time of the award of the bid. Please include the firm's DUNS number on your bid.
2. All technicians will be escorted and/or monitored by Town personnel during the execution of the work. All technicians must be dressed in apparel clearly marked with contractor's logo.
3. All work performed under this bid must comply with all OSHA, local, state and federal codes relative to the type of work being performed.
4. Assume all responsibility for hiring, training, and discharging personnel; however, the Town reserves the right to request dismissal of any staff member from service.
5. It shall be the sole responsibility of the awarded contractor(s) performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
6. Agree to repair, at own expense, any damage caused to Town property.

III. Insurance

1. The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insureds. All insurance shall be occurrence based; claims-made policies are not permitted.
2. The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State of Arizona, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
3. During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.
4. During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
5. Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.

IV. Scope of Work and Requirements

Overview

There are approximately 25 desktops located at Town Hall. Employees utilize LogMeIn for remote access to their work desktops; and it has not provided the best user experience when working remotely. Servers are located in server room with frequent power and cooling issues. Servers are also requiring a hardware refresh.

Current Physical and Virtual Environment

One physical server (Dell R720) running VMWare 5.5 ESXi

Windows 2012 R2 – AD/GC/DHCP

Windows 2012 R2 – Exchange 2013

Windows 2012 R2 – Springbrook, Trend Micro

Applications Used by Employees

- Springbrook v7.0 – on prem solution
- Office 2013 / Exchange 2013
 - o There are 31 user mailboxes
 - o There are 6 shared mailboxes
- File sharing – 350gig of disk usage between “common” and “private” network shares
- Securence email spam filter

Application Storage Usage

- Exchange – 72gig
- Springbrook – 30gig
- User files – 60gig

Current Backup Solution

- Axient for online backup

Firewall and Internet connection at Town Hall

- Sonic Wall TZ400
- COX internet connection with 50/10 megabit bandwidth

Proposal will include:

- A solution where server resources are not located at Town Hall
- A solution to refresh server hardware or eliminate altogether
- Upgrading Exchange environment to latest version supported by Microsoft
- Upgrading Office to the latest version supported by Microsoft
- Maintaining Springbrook application (on-prem not SAAS). Springbrook utilizes Microsoft SQL.
- Providing a robust remote access solution for users to access their applications remotely or from Town Hall
- Backup solution will have 3 years of retention on all data including email
- Disaster Recovery – At a minimum, proposal to include replicated offsite backup solution
- Actively monitor and alert on failures within proposed environment

Migration and Cutover

- Provide detailed migration implantation path outlining required outages to applications
- Provide a testing plan

Other Requirements

- Provide at least 25gig of email space for each user
- Describe any changes required for user authentication (Active Directory changes)
- Description of changes required on user desktops
- Provide as-built documentation after implementation and migration
- Describe ongoing client support
- Any end-user training needed to operate in proposed environment

Cost

- Cost of migration to solution
- Provide multi-year maintenance costs
- Any software licensing required for solution
- Any hardware maintenance renewals for solution.

V. To Be Included in the Bid:

- A brief company profile to include, but not limited to, headquarters location, years of service in the greater Phoenix area, and other operating locations.
- A brief statement regarding the vendor's understanding of the scope of work to be performed.
- The name, title, phone number and email address of the person to whom the Town may direct questions concerning the bid.
- The bid must be signed by an individual who is authorized to make bids of this nature in the name of the firm.
- Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Contractor is selected.
- Bid should provide a firm, fixed price for the work as described in the Scope of Work.
- Bid should include make and model of all equipment to be installed. Changes or substitutions will not be allowed without a change order approved by a representative of the Town.
 - At the completion of the project serial numbers (when applicable), operating manuals, warranties and any other pertinent information shall be provided to the Town.
- Bid should include references from three (3) commercial clients for whom the bidder has done work within the last twelve (12) months. References should include the names, emails, and phone numbers of representatives that can be contacted regarding past work.

VI. Evaluation and Criteria Process

Staff will make a recommendation to the Town Council for their review and award of the contract. Staff will evaluate and rate each submittal based upon the following criteria:

- *How well does the response meet or exceed the requirements as specified in this RFP?*
- *Is it a complete solution?*
- *Does the solution appear to address the issues in a timely manner?*
- *Risk to Town of Guadalupe.*
- *Ability to annualize cost of support*

VII. Inquiries

Inquiries regarding this RFP should be directed to:

Town of Guadalupe

Attention: Sara Farrar
9241 S Avenida del Yaqui
Guadalupe, AZ 85283
Phone: 480-505-5399
Email: sfarrar@guadalupeaz.org

VIII. Submission Instructions

The Town reserves the right to request additional written or oral information to supplement all written statements of qualifications or proposals. Proposals must be received no later than December 2, 2020, at 4:00 p.m. via US Mail or email to:

Town of Guadalupe
Attention: Sara Farrar
9241 S Avenida del Yaqui
Guadalupe, AZ 85283
Email: sfarrar@guadalupeaz.org

IX. Public Records

All Proposals submitted in response to this RFP become the property of the Town of Guadalupe, and under the Arizona Public Records Act (PRA), the records of local agencies are generally available to the public upon request. The Proposal you submit will become a public document after it is officially awarded, and any related contract will be a public document.

The PRA allows the Town to withhold documents, or parts of documents that reveal trade secrets or information that is confidential or proprietary, or information that would invade personal privacy.

If you believe that portions of your proposal includes such information, you must specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which you believe to be protected from disclosure, and include specific detailed reasons, including any relevant legal authority, stating why it is not to be made public. The Town of Guadalupe reserves the right to make the final determination of whether to withhold or produce a document or portion of a document in response to a PRA request.

X. Contract Award and Execution

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the Town.

The Town reserves the right to request clarification of information submitted and to request additional information from any proposer.

The general conditions and specifications of the RFP and as proposed by the Town and the successful vendor's response, as amended by agreements between the Town and the vendor, will become part of the contract documents. Additionally, the Town will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

The selected vendor will be expected to enter into a contract with the Town. The Town reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Town Attorney.

XI. Equal Opportunity Compliance

The Town is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

XII. Debarment and Suspension

Applicable to all contracts. The Proposer hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XIII. Other Compliance Requirements

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

XIV. Confidentiality of Information

All information and data furnished to the Proposer by the Town, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the Town. Any oral or written disclosure to unauthorized individuals is prohibited.

EXHIBIT “B” — MyTek Proposal



Response To

Town of Guadalupe Request for Proposal

December 2, 2020

December 2, 2020

Town of Guadalupe
Attention Sara Farrar
9241 S Avenida del Yaqui
Guadalupe, AZ 85283

Dear Ms. Farrar,

At MyTek, we empower business leaders and their teams to focus on their core business while we focus on the technology which is required to run their business. It is our position that IT Happiness is critical to employee engagement and foundational for a business to scale. With that in-mind, we believe that the oversight and management of technology must be strategic, proactive, and responsive – delivered through a partnership based on transparent communication which is timely, authentic, and easy to understand.

For over a decade, MyTek has deployed the magic of technology with unparalleled support to growing Arizona businesses. This rich history has allowed us to develop the infrastructure required to keep our prices affordable while delivering a high touch client experience. Our approach is not a one-size fits all or waiting for a problem to fix, but proactively preventing challenges while strategically leading your technology infrastructure for scalability.

As we know it today, MyTek understands the scope of work as define within the RFP and from the publicly available information as we know it today. Within this response, we have provided three different options for the Town of Guadalupe to consider. For each option we have provided implementation details based upon the knowledge we have today and have developed general timelines, and related costs based upon that knowledge. Upon work commencing, should unknown details surface, potential adjustments may need to be made to accommodate.

We thank you for the opportunity to share MyTek with you and we look forward to partnering with you.

A handwritten signature in black ink that reads "Tim Tiller". The signature is fluid and cursive, with the first name "Tim" being more prominent than the last name "Tiller".

Tim Tiller
President & CEO
623-312-2311
ttiller@mytek.net

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1 Executive Summary

1.1 Overview

For the Town of Guadalupe's consideration and evaluation, MyTek is providing three comprehensive solutions which will each meet the requirements contained or otherwise implied within the RFP along with any assumptions made due to anything or otherwise missing requirements or other data points.

With each option indicated below, the network bandwidth at the Town Hall must be upgraded as the initial step in the deployment of any of the option. The current bandwidth is deficient in terms of supporting the needs Town Hall business operations and will not suffice in supporting any migration of data outside of the Town Hall nor ongoing Town Hall business operations.

The solution options detailed herein are based upon information provided in the RFP and any missing information that may impact the implementation details of the options, their related timelines and costs may require adjustments. Our response includes assumptions around the SpringBrook aspect of the project but requires additional collaboration with the vendor to clearly understand the software and labor requirements for each option. MyTek made several attempts to connect with a SpringBrook representative to proactively gain these details but they were unsuccessful.

Option 1: 100% Cloud

- Option 1 will realize a 100% cloud solution where no hardware is needed except that which is required to securely connect to the internet from the town hall. This option offers a lower cost of entry with on-going maintenance/support and recurring monthly software license cost. This option is MyTek's primary recommendation.

Option 2: Hosted Private Cloud

- Option 2 will realize a Private cloud solution where all hardware is hosted in a remote environment where the required servers are virtualized and accessible via secure access through the internet. Similar but larger in scope than Option 1 there will be an initial investment in software upgrades, licensing, and application/data migration services. Beyond the initial investment, there will be ongoing/recurring monthly costs for server hosting services, maintenance, monitoring and annual renewal costs for software licenses.

Option 3: On-Premise Upgrade

- Option 3 will realize an upgrade to the Town of Guadalupe's current infrastructure located at the Town Hall, including replacing the current remote access model with a more secure, stable, and user-friendly model. This option offers an upfront and one-time investment in new hardware with a life expectancy of 6-8 years, software licenses and application upgrade services with recurring monthly system monitoring/maintenance fees and annual software license fee renewals.

1.2 Implementation Details

Within the related sections below, each solution option contains information related specifically to:

- Implementation Overview
- High-Level System Map
- Implementation Details
 - Physical/Virtual Environment
 - Applications
 - eMail
 - Microsoft Office
 - Document Storage and Collaboration

- SpringBrook
 - Storage
 - Backups
 - Project Milestone Plan
 - Costs

The following represent Implementation details generally related to all the MyTek solution options along with other considerations. Many of these items are included as part of the MyTek Butler service which should be part of ongoing discussions related to IT Services. They include:

- System Monitoring
- Anti-Virus/Malware
- Spam Filtering
- Active Directory and Group Policies
- Firewall and Internet Connection/Service at the Town Hall
- User Desktops
- Backup Strategy
- Disaster Recovery
- Ongoing Client Support
- Training
- Documentation

1.3 Timeline Overview

The timeline will be dependent upon approval date, option selected, and time needed to procure any required hardware. Specific timeline/implementation plan information is included within the details of each option. The option 1 timeline will carry the shortest start to finish duration due to the minimal labor involved, while the option 2 timeline will carry the longest due to that amount of labor involved. MyTek understands the requirements around the fund utilization and will work closely with the Town to meet the requirements connected to the funding deadlines.

1.4 Executive Cost Overview

Cost will be dependent upon approval date and option selected. Prices may change on hardware, dependent upon approval date and funding. Recurring monthly software licenses fee are dependent upon the vendor therefore may change and should not be considered fixed year over year.

Option	Description	Initial Cost of Entry	Recurring Monthly Costs
1	100% Cloud	\$35,975	\$3,688
2	Private Cloud	\$50,125	\$5,220
3	On-Premise	\$100,247	\$3,125

1.5 Administrative Considerations

Project Management

- The Town of Guadalupe will appointment a primary point of contact who will work with the MyTek Project Manager to coordinate all project related efforts.

Meetings

- Meetings will be conducted using video conferencing, thereby minimizing face to face meetings and travel.

Status Reporting

- Regular status meetings and plan status reporting will be provided on an agreed upon cadence, at least weekly.

2 Bidder Requirements

2.1 Sam.gov Registration

MyTek have started the process to register with Sam.gov. Our current application status is in a submitted status awaiting next steps from the agency. MyTek DUNS Number is 030664018

2.2 Onsite Personnel

MyTek understands and will comply with the Town of Guadalupe policies and procedures, including always being escorted by the Town Hall. MyTek does not provide logoed apparel therefore however will be dressed in professional business casual attire. MyTek also expects and will comply with all reasonable COVID-19 precautions.

2.3 OSHA Compliance

Where appropriate, MyTek will comply with all OSHA, local, state, and federal codes relative to the type of work being performed to the best of our ability.

2.4 Personnel

MyTek understand that the Town reserves the right to request dismissal of any MyTek staff member from servicing this Town of Guadalupe project.

2.5 Protection of Materials

MyTek will protect all material, tools and equipment used during the implementation of this project and not hold the Town of Guadalupe responsible for vandalism or theft.

2.6 Damage Repair

MyTek agrees to repair any damage caused to Town property during all onsite visits, not including those related to natural disasters nor damaged not caused by MyTek.

3 Insurance

3.1 Certificate of Insurance

MyTek can provide certificates of insurance upon request and prior to commencement of any work.

3.2 Workers' Compensation and Employers' Liability Insurance

MyTek are in compliance with Workers' Compensation insurance requirements as detailed in the RFP.

3.3 General Liability Insurance

MyTek are in compliance with the general liability requirements as detailed in the RFP.

3.4 Automobile Liability

MyTek have a \$1,000,000 non-owned and hired auto liability coverage and can provide a certificate of insurance to confirm all coverage limits as details in the RFP.

3.5 Subcontractors

MyTek does not plan to utilize subcontractors for this project.

4 Scope of Work and Requirements

The sections below provide details related to the implementations associated with each of the three MyTek proposed solution options. MyTek has also included a section containing common implementation details (section 0) which generally applies to all options. MyTek is committed to providing the Town of Guadalupe with related IT service that meet or exceeds current needs and future needs while addressing the requirements identified within the RFP. We have taken the liberty to make a few assumptions based upon best practices and experience we have from our many years providing solutions to clients. Upon review should the Town of Guadalupe wish to combine various aspects of these options, MyTek is committed to do so by re-scoping, documenting, and providing updated costs and timelines.

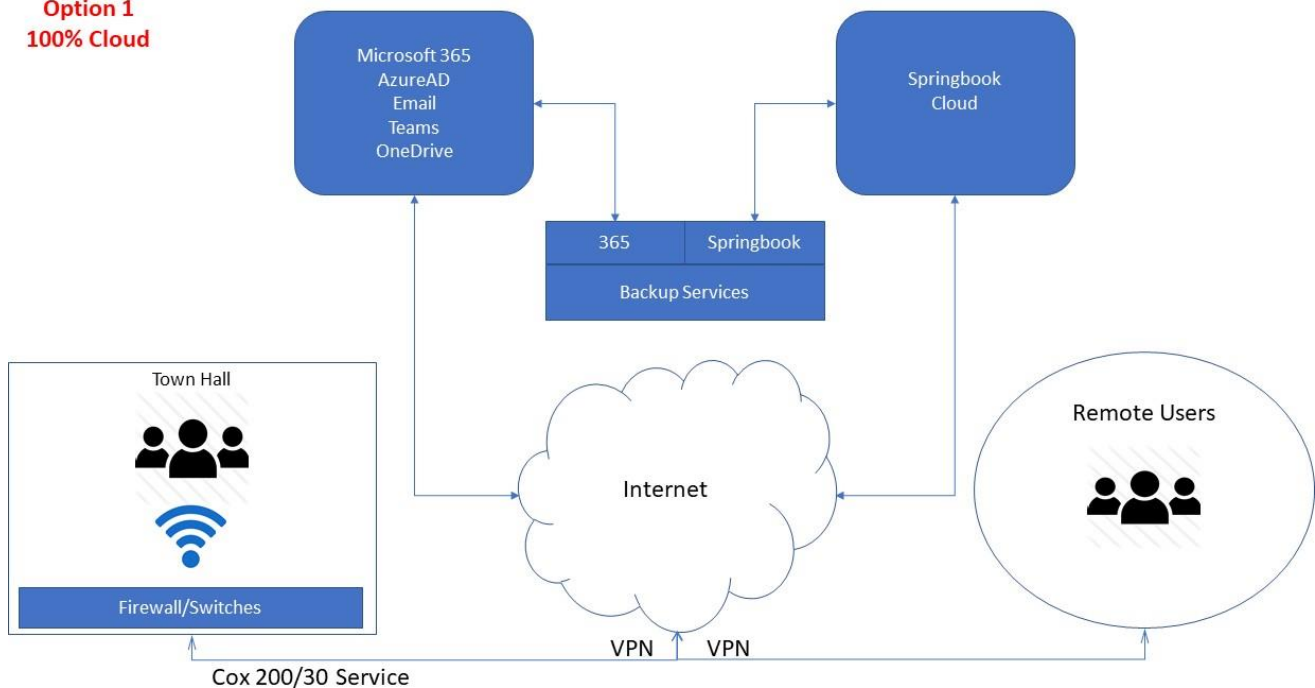
4.1 Option 1: 100% Cloud-Based Solution

4.1.1 Overview

4.1.2 Moving to a cloud model is the current industry trend used by many global and most Fortune 500 companies. Advances in this technology have made it not only cost-effective but highly secure with excellent failover capabilities and overall system performance. MyTek recommends a complete elimination of any server infrastructure, leveraging cloud-based software as a service (SAAS) to support all business applications and Town of Guadalupe required operational business functionality. Access to the software vendor cloud-based servers, by the 25 Town of Guadalupe users, will be authenticated and managed using cloud-based Microsoft Azure AD technology leveraging cloud-based Microsoft 365 for email. With the appropriate Microsoft 365 licenses, each user will be able to download and use the latest Microsoft Office products with free upgrades available to active licensees. File storage will be facilitated through the included Microsoft OneDrive for individual file storage (1TB) and Microsoft Teams for shared files thus supporting collaboration, secure chat, file storage and sharing. The costs related to this solution will be related to application/data migration from the current on-premise model and deployment of a secure, high performing remote access solution. There will be recurring monthly license fees associate High-Level System Map

4.1.3

Option 1 100% Cloud



4.1.4 Option 1 Implementation Details

4.1.4.1 Physical/Virtual Environment

Except for networking gear required to connect securely to the internet from the Town Hall, this option does not require any infrastructure or server hardware to be located at the Town Hall. The network gear currently at the Town Hall, in addition to the dependent the Cox internet service, must be upgraded to support appropriate Town Hall business operations. Details related to this necessary and dependent upgrade are provided within section 4.4.5.1 below. The server hardware currently installed at the Town Hall will be decommissioned after a recommended waiting period of 90-180 days. The waiting period will provide access to all data that was migrated to be used to resolve any issues encountered beyond the migration to the cloud.

4.1.3.2 Applications

4.1.3.2.1 eMail

MyTek will migrate the current implementation of the on-premise Microsoft Exchange Server to Microsoft 365, which is a solution with significant global adoption and is the latest Microsoft solution supporting businesses and governments around the world. Microsoft 365 will support all user email inboxes, shared mailboxes, and calendars. Each user will be issued a Microsoft 365 E3 license which provides access to email, and calendars. Each eMail inbox is allowed up to 50GB of storage as well as archival storage which would only be restricted by the storage capabilities of the user workstation.

4.1.3.2.2 Microsoft Office

The Microsoft 365 E3 license provides access to the web version of Microsoft office as well as the ability to download the latest version of Microsoft Office for installation and usage on their workstation. Updates to all Microsoft Office product are included as part of the license thereby providing the ability to always remain current with the latest updates and product improvements.

4.1.3.2.3 Document Storage and Collaboration

The Microsoft 365 E3 licenses provides access to Microsoft Teams for collaboration and flexible, intuitively organized files storage to meet the Town of Guadalupe's needs. Each Microsoft 365 E3 licensee allows for 1TB of user storage using Microsoft OneDrive far exceeding the Town of Guadalupe requirements. For shared document storage and collaboration, Microsoft Teams provides an easy to use, easy to manage front-end user interface to the underlying and highly powerful Microsoft SharePoint product where each user license allows for 1TB of shared file storage or 25TB across the entire Town of Guadalupe licensees. MyTek will work with the Town of Guadalupe to migrate existing user files and file shares into Microsoft Teams or OneDrive as needed.

4.1.3.2.4 Springbrook

MyTek does not have expertise with the Springbrook software to gain any related knowledge to provide verified information to completely scope the work related to migration to the SpringBrook Cloud product offering. Available on their website are compelling and highly positive case studies from large and small municipalities around the USA. MyTek will work to gain expert assistance provided by Springbrook or a qualified 3rd party such as Accella, to assist or perform the upgrade and migration. As we understand it, the migration may be limited to procurement of licenses and a migration of the Town Hall's SpringBrook Microsoft SQL Server database to the cloud. Working with a partner with appropriate expertise, MyTek will migrate the current on-premise implementation of Springbrook and its dependent Microsoft SQL-Server to the Springbrook Cloud.

4.1.3.3 Storage

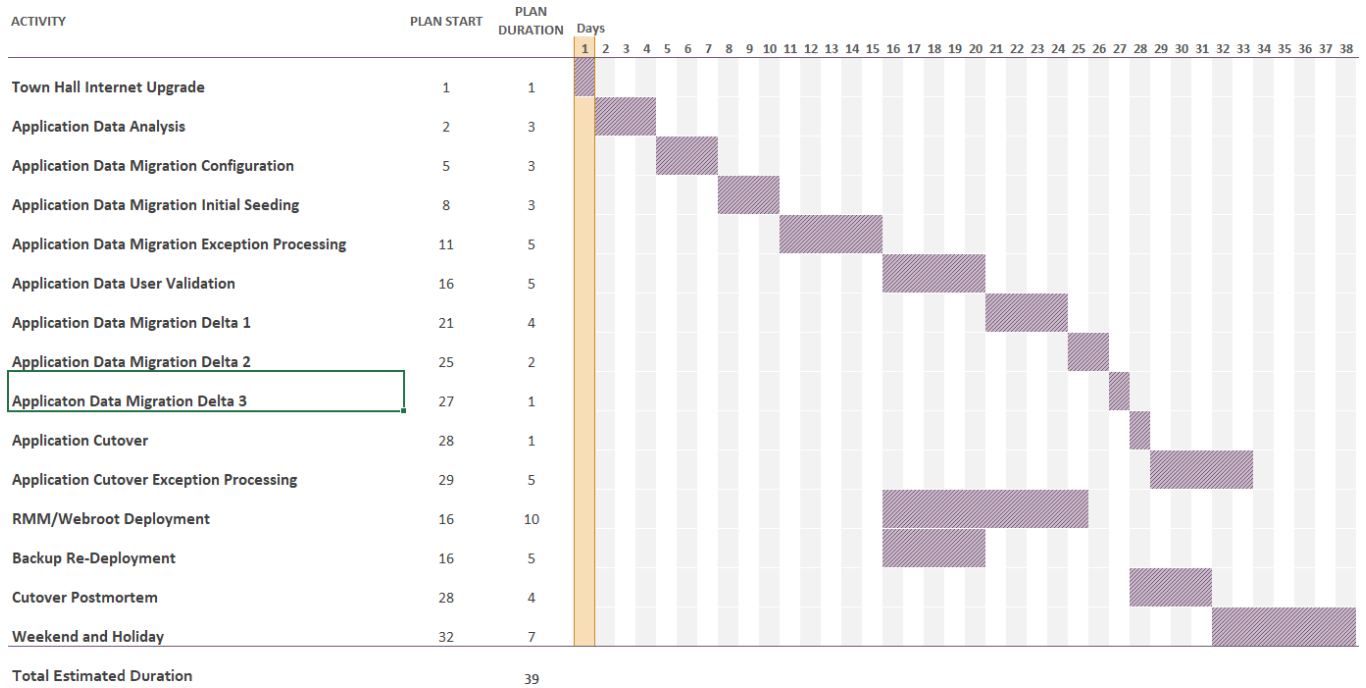
With the Microsoft 365 E3 licenses, users will have 1TB or individual storage plus the storage available for shared files in Microsoft Teams is an additional 1TB per licensed user (25 users = 25TB) far exceeding the stated requirements within the RFP.

4.1.3.4 Backups

MyTek will leverage the current Axcient device and migrate the data it holds to the Axcient cloud-based backup product. The current backup strategy will be evaluated and any changes MyTek finds may be needed to facilitate improvements will be discussed with the Town of Guadalupe. At a minimum and included within this implementation option, backups will be performed in the same manner they are today however rather than backing up to the local Axcient appliance, all backups will be stored in the secure Axcient cloud where they are also managed in support of disaster recovery as part of the cloud backup service. Due to the data being managed within the cloud-based Microsoft and SpringBrook applications, the storage requirements for backups will be far less than they are today thereby indicating a potential monthly savings over today's Town of Guadalupe's costs. The backup solution will be configured to maintain a rolling retention policy of three years as indicated by the RFP.

By default, Microsoft provides a backup of all Microsoft 365 licensee data for 30 days. To overcome that limitation, MyTek will deploy the Axcient Microsoft 365 backup solution. MyTek will also work with SpringBrook experts to determine what backup capabilities are associated with the SpringBrook Cloud platform and implement as needed.

4.1.5 Project Milestone Plan



Plan assumptions:

1. MyTek will have access to the application data
2. MyTek will have access to users to support migration validation
3. MyTek will have access to users to support user file and file shares validation
4. MyTek will have access to users to support RMM/Webroot installs
5. Springbrook expertise available to perform SpringBrook Data Migration within like timelines
6. Required system outage will be coordinated with Town of Guadalupe Primary Point of Contact and kept to a minimum
7. A detailed project plan will be developed and used to manage the project when MyTek is awarded the project.
8. Plan has been developed based upon the knowledge we have today. Adjustments may need to be made as additional information is discovered.
9. Plan milestone of “weekend and holiday” has been added to accommodate as needed thereby better reflecting a more accurate total project duration.

4.1.6 Costs

Item	Qty	Cost	Total	Notes
Hardware/Software				
VPN User Licenses	23	50	1,150	
Bit Titan Exchange Migration Tool License	31	25	775	
Hardware Total			1,925	
Labor				
Active Directory Migration	6	150	900	
Exchange Migration	40	150	6,000	
SpringBrook Migration	0		-	Unavailable
User File Migration to OneDrive	32	150	4,800	
File Share Deployment to Teams	40	150	6,000	
RMM/Webroot Deployment	4	150	600	
VPN Client Deployment	8	150	1,200	
Securence Migration	1	150	150	
Backup Re-Deployment	4	150	600	
Training	32	150	4,800	
Project Management	60	150	9,000	
Labor Total			34,050	
Recurring Monthly Licenses				
Microsoft E3 License	25	20	500	
SpringBrook Cloud License			-	Unavailable
365 Backup License	31	2	63	
RMM Tool License	25	-	-	Included in Butler Agreement
Webroot License	25	-	-	Included in Butler Agreement
Securence License	25	-	-	Included in Butler Agreement
MyTek Butler Agreement	25	125	3,125	
Recurring Monthly Costs			3,688	
Estimated Grand Total			39,663	

Costs are based upon knowledge known at this time and may change if additional items are discovered.

4.2 Option 2: Private Cloud

4.2.1 Overview

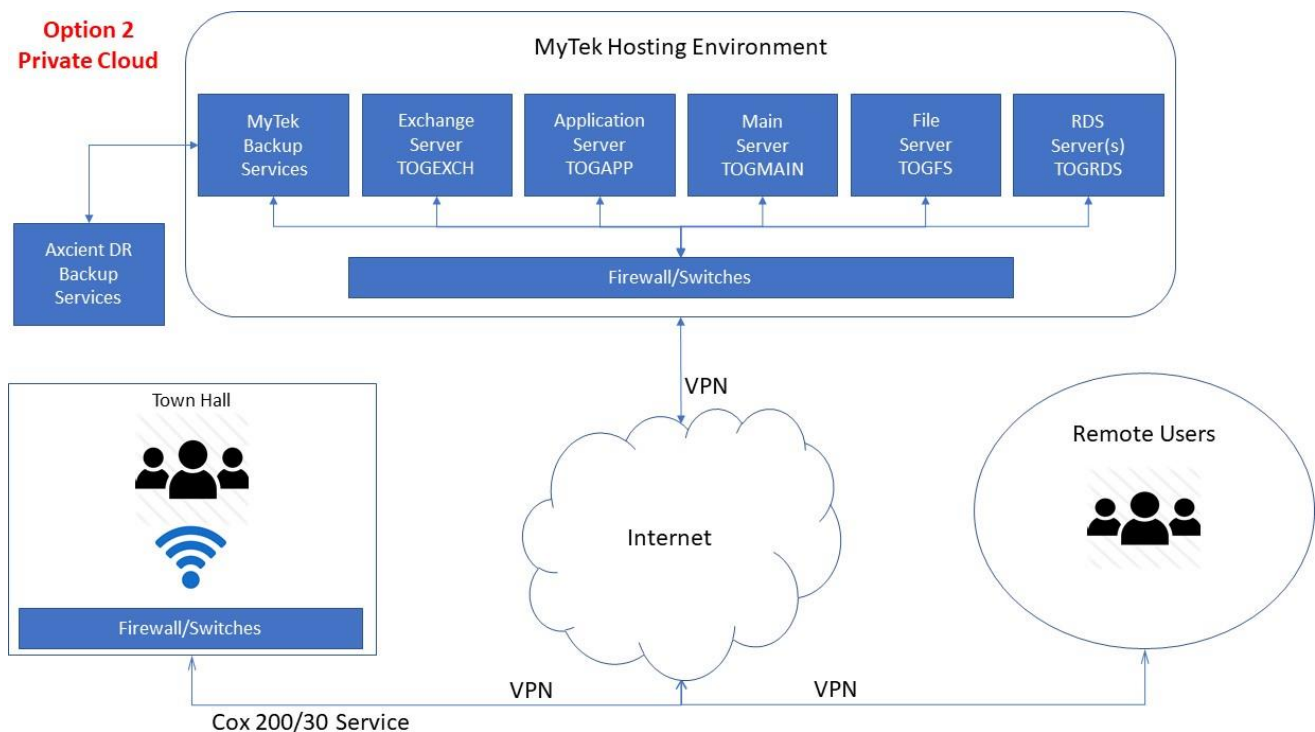
The MyTek private cloud option will realize deployment of virtual servers within a secure MyTek hosting environment leveraging all the latest secure, scalable, accessible, and high-performing technologies. Connectivity to the private cloud will be the same as indicated in option 1 with a VPN in place to secure access to the private cloud. All virtual servers implemented in the private cloud will carry the specification for the minimum system requirements as defined by the vendors. Aside from the networking equipment at the Town Hall, this option will replace all server infrastructure currently located at the Town Hall.

The software deployed to the private cloud will be upgraded to the latest on-premise versions from all vendors which will carry additional up-front license costs as well as support fees and the recurring costs to maintain them. In the case of Microsoft Exchange, Microsoft are slowing the rollout and related investment to new Exchange features when compared to the online product, 365. The current version, Microsoft Exchange will be end of life in 2025.

While this option details utilization of Microsoft Exchange for eMail, MyTek strongly recommends a migration to Microsoft 365 which is detailed within option 1. The ongoing maintenance and frequent improvement combined with the reduction in expensive server costs are a tremendous value. Should the Town of Guadalupe want to move in that direction, MyTek will provide updated timeline and costing information.

Moving from the current Town Hall server to the MyTek hosted virtual servers in the Town of Guadalupe's new private cloud will mimic the application and data migration services as detailed within option 1 (100% cloud). Combined with labor to build new virtual servers, recurring costs for hosting the virtual servers, licenses, backup services, the private cloud option will be the least cost effective with heavy labor, and large recurring monthly costs.

4.2.2 High-Level System Map



4.2.3 Implementation Details

4.2.3.1 Physical/Virtual Environment

4.2.3.1.1 Server 1 – TOGMAIN

This virtual server will support Domain Controller (DC), Group Catalog (GC), Dynamic Host Configuration Protocol (DHCP) This virtual server will be configured to slightly exceed the minimum requirements as defined by Microsoft running Windows Server 2019.

4.2.3.1.2 Server 2 -TOGEXCH

This virtual server will support Microsoft Exchange (latest version). This virtual server will be configured to slightly exceed the minimal system requirements as documented by Microsoft. This virtual server will support the 31 user mailboxes, and 6 shared mailboxes and the current 72GB of related storage plus storage required to meet the stated requirement of 25GB per user with minimal room for growth. The private cloud's virtual environment will easily support growth by dynamically adding additional resources based upon the then current pricing.

4.2.3.1.3 Server 3 – TOGAPP

This virtual server will support the current version 7, of the SpringBrook application. This virtual server will be configured to slightly exceed the minimal system requirements as documented by SpringBrook. MyTek have been unable to gain any information from SpringBrook related to their system requirements. This virtual server will support the 25 SpringBrook users and the current 30GB of related storage as well as the SpringBrook requirement for Microsoft SQL Server which be upgraded to the latest required version as indicated by SpringBrook. The virtual environment will easily support growth by dynamically adding additional resources based upon the then current pricing.

4.2.3.1.4 Server 4 – TOGFS

This virtual server will be configured to slightly exceed the current 60GB of user files. Existing data from the current File Share will be migrated to the virtual server. The virtual environment will easily support growth by

dynamically adding additional resources based upon the then current pricing. MyTek strongly recommends that the Town of Guadalupe take the time to carefully review their current file shares and clean up any unnecessary files.

4.2.3.1.5 Servers 5, & 6 – TOGRDS1 & TOGRDS2

This virtual server will be used to facilitate user access to all other servers leveraging Microsoft Remote Desktop Services (RDS). Users will connect to it through the VPN and be presented with a desktop where they can launch all their applications and gain access to the file share. RDS Servers deployment best practice is to support 15-20 users per server depending upon application needs therefore a minimum of two RDS servers will be required to support the 25 Town of Guadalupe users. These virtual servers will be configured to meet the access needs based upon Microsoft recommended best practices with. The virtual environment will easily support growth by dynamically adding additional resources based upon the then current pricing. These servers will be configured to support load balancing based upon concurrent user access to support optimal performance and user experience.

4.2.3.2 Applications

4.2.3.2.1 Email

Email will be supported by the most current version of Microsoft Exchange, 2019. All all current 25 user inboxes and 6 shared mailboxes will be migrated from the current Town of Guadalupe Exchange 2013 to the new hosted virtual server where the new Microsoft Exchange 2019 will be installed. A storage limit for each mailbox will be set to the 25GB limit indicated in the RFP.

4.2.3.2.2 Document Storage and Collaboration

Current user files and file shares will be migrated, as-is, to the new virtual hosting environment in support of document storage and collaboration.

4.2.3.2.3 Springbrook

MyTek does not have expertise with the Springbrook software to gain any knowledge needed to provide information to completely scope the work related to move the current Town Hall resident SpringBrook implementation to a new virtual server with new hosting environment. MyTek must gain assistance from Springbrook or a qualified 3rd party to assist in performing the migration.

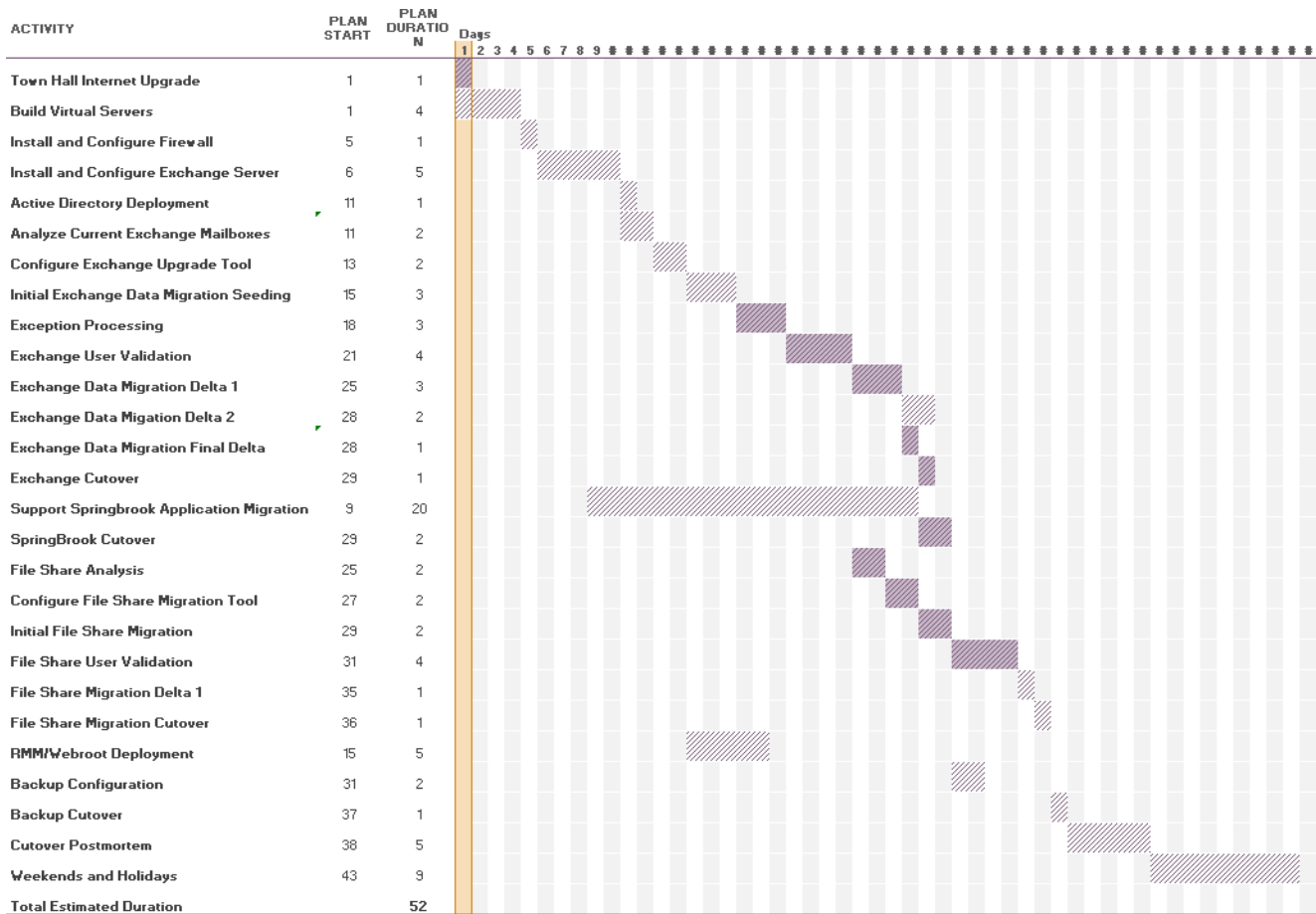
4.2.3.3 Storage

MyTek will deploy a file share sub-system mimicking the current Town Hall-resident file share scheme and access controls, migrating all data, as-is, from the current Town Hall server to the new MyTek hosted virtual server.

4.2.3.4 Backups

MyTek will deploy local backups within the MyTek hosting environment in the same manner they are being backed up today in the current Town Hall Axcient-based backups. The backup policy will include a retention scheme of 3 years.

4.2.4 Project Milestone Plan



Plan assumptions:

1. MyTek will have access to the application data
2. MyTek will have access to users to support migration validation
3. MyTek will have access to users to support user file and file shares validation
4. MyTek will have access to users to support RMM/Webroot installs
5. Springbrook expertise available to perform SpringBrook Data Migration within like timelines
6. Required system outage will be coordinated with Town of Guadalupe Primary Point of Contact and kept to a minimum
7. A detailed project plan will be developed and used to manage the project
8. Plan has been developed based upon the knowledge we have today. Adjustments may need to be make as additional information is discovered.
9. Plan milestone of “weekend and holiday” has been added to accommodate as needed thereby better reflecting a more accurate total project duration.

4.2.5 Costs

Item	Qty	Cost	Total	Notes
Hardware				
VPN User Licenses	23	50	1,150	
BitTitan	31	25		
Hardware Total			1,150	
Software License Costs				
MSoftware Upgrade	25	339	8,475	
Windows Licenses			-	Included in Hosting cost
Springbook	0		-	Unavailable
Total Software License Costs			8,475	
Labor				
Build Hosted Virtual Environment	26	150	3,900	
Active Directory Migration	3	150	450	
Exchange Migration	40	150	6,000	
SpringBrook Migration	0		-	Unavailable
User File Migration	2	150	300	
File Share Migration	18	150	2,700	
RMM/Webroot Deployment	2	150	300	
VPN Client Deployment	8	150	1,200	
Securrence Migration	1	150	150	
Backup Re-Deployment	4	150	600	
Training	2	150	300	
Project Management	80	150	12,000	
Labor Total			40,500	
Recurring Monthly Costs				
MyTek Server Hosting			2,095	
RMM Tool License	25	-	-	Included in Butler Agreement
Webroot License	25	-	-	Included in Butler Agreement
Securrence License	25	-	-	
MyTek Butler Agreement	25	125	3,125	
Total Recurring Monthly Costs			5,220	
Estimated Grand Total			55,345	

Costs are based upon knowledge known at this time and may change if additional items are discovered.

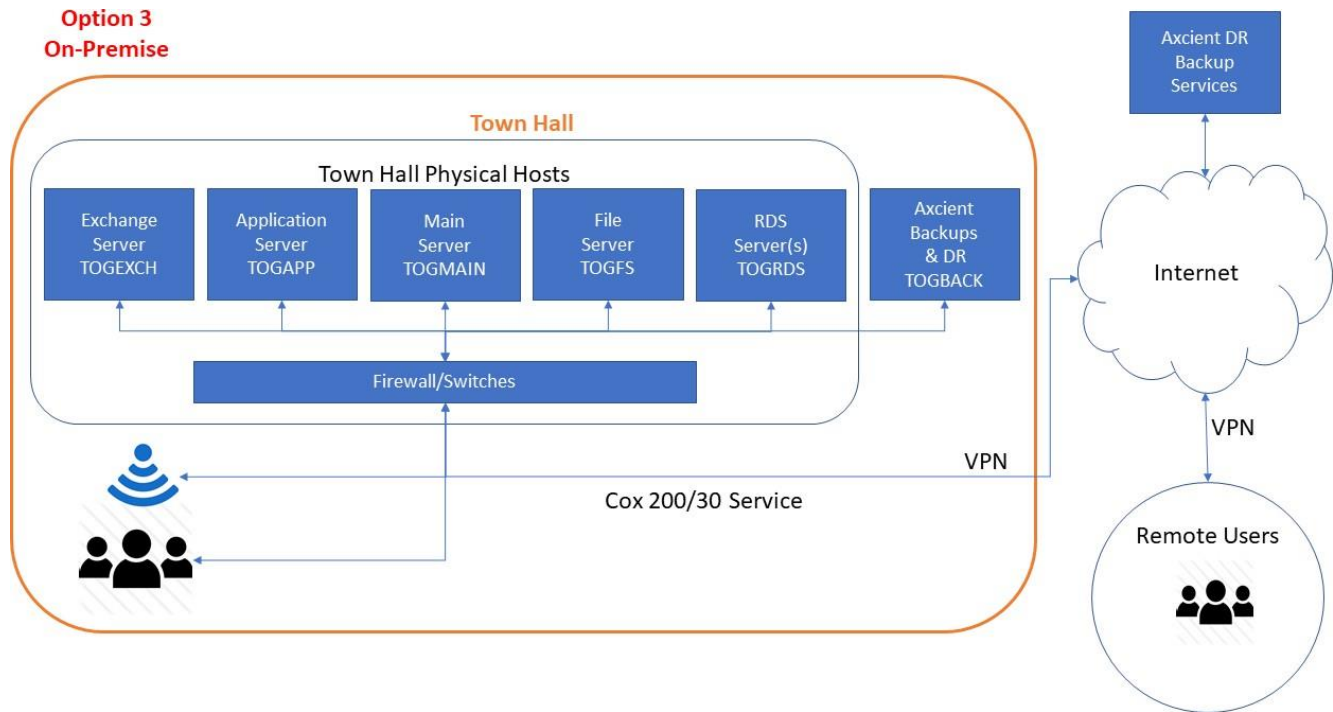
4.3 Option 3: On Premise Infrastructure Upgrade

4.3.1 Overview

The MyTek On-Premise Infrastructure upgrade solution will meet many of the requirements detailed in the RFP, however it will carry a dependency on having hardware installed and operating at the Town Hall. Should the Town of Guadalupe choose to move forward with this option, MyTek will perform most of the same steps as option 2 however building the system at the Town Hall a new physical host server with the same virtualization technology used today. When MyTek is awarded the project, analysis can be performed on the virtualization environment to determine if Microsoft Hyper-V virtualization technology can be leveraged. Using Hyper-V may realize a reduction in related costs by removing VMWare however there would be additional labor required to switch virtualization platforms.

The Microsoft Exchange 2013 will be upgrade to Microsoft Exchange 2019 on the new server and Springbrook will be upgraded and/or migrated by a 3rd party to a new virtual server. While this option details utilization of Microsoft Exchange for eMail, MyTek strongly recommends a migration to Microsoft 365 which is detailed within option 1. The ongoing maintenance and frequent improvement combined with the reduction in expensive server costs are a tremendous value. Should the Town of Guadalupe want to move in that direction, MyTek will provide updated timeline and costing information.

4.3.1 High-Level System Map



4.3.2 Implementations Details

4.3.2.1 Physical/Virtual Environment

The aging physical Host Server implemented at the Town Hall will be replaced by a new multiple Host Servers with the latest technology. The host servers will support all business functionality provided within the current Town Hall environment and add additional hosts to support more secure, higher performing remote access. The virtual environment will be the same as the current Town Hall virtual server environment using the latest VMWare virtualization software on the new host server. The Town Hall Internet service must be upgraded. The current equipment rack at the Town Hall will be added to support the additional physical servers required. MyTek is not responsible for any new cabling needs or power to support new hardware.

4.3.2.2 Applications

4.3.2.2.1 eMail

eMail will be supported by Microsoft Exchange Server 2019 with all current 25 user inboxes and 6 shared mailboxes being migrated from the current Town of Guadalupe Exchange Server 2013 to the new hosted virtual server. A storage limit for each mailbox will be set to the 25GB limit indicated in the RFP.

4.3.2.2.2 Document Storage and Collaboration

Current user files and file shares will be migrated, as-is, to the new virtual hosting environment in support of document storage and collaboration.

4.3.2.2.3 Springbrook

MyTek cannot provide the Springbrook upgrade, setup or migration services required to move SpringBrook from the current Town Hall serve to the new hosted virtual server. Arrangements will need to be made with SpringBrook or qualified 3rd-party.

4.3.1.1 Storage

MyTek will deploy a file share sub-system mimicking the current Town Hall-resident file share scheme and access controls, migrating all data, as-is, from the current Town Hall server to the new virtual hosted server.

4.3.1.2 Backups

MyTek will deploy local backups within the MyTek hosting environment in the same manner they are being backed up today in the current Town Hall Axcient-based backups. The backup policy will include a retention scheme of 3 years.

4.3.1.3 Disaster Recovery

Support disaster recovery of data, offsite backups will be performed in the same manner by which they are performed today within the Town of Guadalupe's current environment using the Axcient Cloud Backup Service. In the event the server host/virtual servers were to crash, the Axcient device will be spun up to stand-in within three hours providing the exact same functionality, albeit with lower performance capabilities until the core server issue is resolved.

4.3.3 Costs

Item	Qty	Cost	Total	Notes
Hardware				
VPN User Licenses	23	50	1,150	
Host Servers includes: Rack Expansion Switch Server Licenses Exchange License	1		63,922	
Hardware Total			65,072	
Software License Costs				
MSoftware Upgrade	25	339	8,475	
SpringBrook License	0		-	Unavailable
Total Software License Costs			8,475	
Labor				
Host Server Physical Installs	4	150	600	
PreConfigure Host Server(s)	4	150	600	
Build Hosted Virtual Environment	26	150	3,900	
Active Directory Migration	3	150	450	
Exchange Upgrade	40	150	6,000	
SpringBrook Migration	0		-	Unavailable
User File Migration	2	150	300	
File Share Migration	6	150	900	
RMM/Webroot Deployment	2	150	300	
VPN Client Deployment	8	150	1,200	
Securrence Migration	1	150	150	
Backup Re-Deployment	4	150	600	
Training	2	150	300	
Project Management	80	150	12,000	
Labor Total			26,700	
Recurring Monthly Costs				
RMM Tool License	25	-	-	Included in Butler Agreement
Webroot License	25	-	-	Included in Butler Agreement
Securrence License	25		-	
MyTek Butler Agreement	25	125	3,125	
Total Recurring Monthly Costs			3,125	
Estimated Grand Total			103,372	

Costs are based upon knowledge known at this time and may change if additional items are discovered.

4.4 Common Implementation Details

Defined within this section are the implementation details related to solutions that are generally the same across all previously detailed options.

4.4.1 System Monitoring

MyTek will review and ensure that the Continuum Remote Monitoring and Management (RMM) software is installed on all user workstations. The RMM software will monitor the hardware and report issues to MyTek who will troubleshoot as needed. The RMM provides automated, unassisted patch management and remote access services. In some instance, Microsoft patches are found to have issues, will be blacklisted, and not installed until the issue is resolved thereby better protecting from the occurrence of unexpected issue which may negatively impact users. In some instances, completion of the patch deployment process will require a system reboot and under these circumstances, MyTek will reach out directly to the end user. The RMM software and monitoring services is provided as part of the MyTek Butler Agreement and billed separately from this project.

4.4.2 Anti-Virus/Malware

MyTek will uninstall Trend Micro Anti-Virus and replace with Webroot. Webroot will protect the user systems from virus and/or malware attacks. Webroot will automatically update with the latest virus and malware definitions. Webroot is integrated with the RMM tool thereby providing seamless management and support and reduced at a reduced cost while reducing vendor sprawl. Webroot software is provided as part of the MyTek Butler Agreement and billed separately from this project.

4.4.3 Spam Filtering

MyTek will reconfigure, as needed, the current Securence implementation which provides protection from email spam.

4.4.3.1.1 Microsoft Office

Support to upgrade to the latest Microsoft Office software will be provided. User licenses will be purchased, and users will perform the upgrade manually on their workstation, following Microsoft instructions. Any issues that are encountered will require a call to the MyTek Service Desk where the MyTek team will engage and resolve. Upgrades and licensing can be included as part of a MyTek Butler Agreement however ongoing Microsoft Office upgrades are not included as part of this proposal.

4.4.4 Active Directory and Group Policies

MyTek will install and configure Microsoft's AD Synch which provides for user access management and policy control functionality found in Active Directory. Additionally, and as appropriate within Option 2 and Option 3, My Tek will configure and deploy Microsoft Active Directory. In all options, MyTek will evaluate and migrate the current Group Policies (GPOs) from the current Town of Guadalupe Active Directory service, working with the Town of Guadalupe to agree upon and implement existing GPOs and/or modify, add, or delete as needed.

4.4.5 Firewall and Internet Connection at Town Hall

4.4.5.1 Firewall

The current SonicWall TZ400 Firewall will remain in place at the Town Hall pr providing network protection and throughput needed to better support the 25 users secure internet connectivity needs and overall network performance as it does today. MyTek does not have enough information to determine if there is a need to upgrade the SonicWall to better support bandwidth needs to support applications and remote connectivity. When MyTek is awarded the project, we are able to gather information from application vendors related to the specific MyTek solution option selected, it may be determine that an upgrade to this business critical network component will be beneficial.

4.4.5.2 Town Hall Internet Connection

A key component needed to provide acceptable performance to the internet will an upgrade of the bandwidth of the Cox internet service. The internet service today is 50/10 which is likely the source of the poor and unstable performance of the systems. MyTek advises an upgrade to the current Cox service to a minimum of 200/30 through Cox Business Services which also includes may include priority bandwidth allocation and 4-hour maintenance services. MyTek is not responsible for the internet upgrade nor contract terms with Cox however without a bandwidth increase/upgrade, the investment made into any of the MyTek solution options will likely fall short of business needs due to poor throughput and instability.

4.4.5.3 Internet Failover Consideration

To prevent disruption to TOG business due to a Cox internet outage, consideration should be given to installing a second internet service provider at the Town Hall. With appropriate hardware, not included in this proposal, the secondary internet services could be configured to automatic failover between the Cox Primary service to the new secondary service as needed thereby providing the framework for uninterrupted internet service. This consideration will provide the most value to options 1 and 2 which are dependent upon internet connectivity outside of the Town Hall.

4.4.5.4 Town Hall Wi-Fi

The current Ubiquiti wi-fi hardware will be used as-is to provide wi-fi within the Town Hall.

4.4.5.5 Virtual Private Network (VPN)

MyTek will configure and deploy a Virtual Private Network (VPN) to provide a secure connection to the internet/cloud software services which support the business applications. The VPN access credentials will be configured to leverage automatic connection using the same Town of Guadalupe user's system credentials thereby providing a seamless logon. MyTek will work with the Town of Guadalupe on the deployment plan needed to install the required VPN client to all user workstations. User availability to work with MyTek must be managed by the Town of Guadalupe to realize the necessary efficient completion of this deployment.

4.4.5.6 Remote Connectivity

MyTek are not responsible for the internet service and connectivity from remote locations. There are many factors that can negatively impact network performance from remote locations such as user hardware, the number of users connected to the remote network, content streaming and game play consuming bandwidth on the remote network. It will be the responsibility of the remote user to manage their available bandwidth needed and the devices used from their remote locations. Any issues reported related to poor network performance will result in MyTek testing the connectivity from our offices or our controlled remote locations and if no problem is found, MyTek will be unable to assist the remote user.

4.4.5.7 Network Usage Reporting

While not specified as a requirement in the RFP, consideration should be given by the Town of Guadalupe to any sort of government compliance reporting related to system/network access. If there are, MyTek may recommend implementing a Cisco Meraki firewall over the SonicWall. While the SonicWall does provide some level of network access and tracking reporting, the reporting capabilities of the Cisco Meraki firewall are far more robust reporting capabilities dependent upon requirements.

4.4.6 User Desktops

All user desktops should be running the latest version of Windows 10 Pro on hardware that meets or exceeds the minimum system requirements documented by Microsoft for Windows 10 Pro including consideration for meeting minimum system for Microsoft Outlook, Microsoft Office and Springbrook. Upgrades to Town of

Guadalupe user workstations is not included in this proposal. However, MyTek can provide workstation upgrade and data migration service as requested.

4.4.7 Backup Strategy

Included within this proposal, MyTek will implement the same backup strategy as exists today within the current Town Hall infrastructure. After evaluation of the current backup strategy, MyTek will discuss with the Town of Guadalupe, the standard MyTek recommendation of deploying a backup strategy with a Recovery Point Objective (RTO) of 24 hours and a Recovery Time Objective (RPO) also of 24 hours. Cost associated with implementing such a strategy is dependent upon the implementation details chosen by the Town of Guadalupe and is not included in this proposal. MyTek will provide an implementation estimate upon request.

4.4.8 Device Management Consideration

This proposal does not include support or otherwise management for access or utilization of wireless devices such as cellphones, tablets, etc. MyTek can discuss the various options related to this which may carry the benefits of protecting Town data assets that may be accessible on user devices. Given the variety of options, MyTek are not able to provide an approximate cost associated without further discussion and agreement on specific requirements from the Town of Guadalupe.

4.4.9 Ongoing Client Support

MyTek provides full end to end system and hardware management and support through our various MyTek Butler service offerings available.

4.4.10 Training

MyTek will not provide training related to SpringBrook Cloud, however SpringBrook appears to function the same from a user's standpoint regardless of which version, Cloud or on-Premise therefore MyTek assumes no related training will be necessary. Microsoft Outlook and Microsoft Office software functionality deployed within all MyTek options provided will realize the same user experience as the Town of Guadalupe has today therefore no training will be necessary to the existing user community. MyTek will not provide new user training. Being committed to the Town of Guadalupe success, the MyTek service desk is available to users to assist as needed. With Microsoft Teams and OneDrive being an option, MyTek will include some basic and reusable training material as part of this proposal. Also, a training FAQ will be provided as reference related to end user VPN usage which will be required when connecting from a remote location.

4.4.11 Documentation

Mytek will provide a complete system map detailing the deployed infrastructure including network traffic flow and application data flow.

EXHIBIT "C"— CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. DEFAULT/REMEDIES:

Applicable to all contracts.

(1) In the event of any default or breach of this Contract or any of its terms or conditions by the CONTRACTOR, the CONTRACTOR will, upon written notice from the TOWN, proceed immediately to cure or remedy such default or breach. If action to cure or remedy the default or breach is not taken immediately or not diligently pursued, or the default or breach is not cured or remedied within thirty (30) days after receipt of the TOWN's notice, the TOWN may, without notice, take one or more of the following actions:

- (i) Withhold disbursement or any portion thereof until such default or breach is cured;
- (ii) Terminate this Contract;
- (iii) Institute any and all other remedies available at law or in equity.

(2) In the event this Contract is terminated by the TOWN in accordance with subsection (a) above, in addition to the requirements of Section 8 hereof, all equipment and other property, and all finished or unfinished documents, data, studies, and reports purchased or prepared by the CONTRACTOR under this Contract will be transferred, disbursed, assigned, or conveyed in accordance with the TOWN's written instructions.

(c) Failure of the TOWN to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which the TOWN is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Contract. No waiver of any of the provisions of this Contract will be effective unless it is expressly stated to be such and signed by both the TOWN and CONTRACTOR.

2. TERMINATION for CAUSE and for CONVENIENCE:

Applicable to all contracts.

(1) The TOWN may terminate this contract in whole, or from time to time in part, for the TOWN's convenience or the failure of the CONTRACTOR to fulfill the contract obligations (cause/default). The TOWN will terminate by delivering to the CONTRACTOR a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR will: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the TOWN all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(2) If the termination is for the convenience of the TOWN, the TOWN will be liable only for payment for services rendered before the effective date of the termination.

(3) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the contract (cause/default), the TOWN may (a) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by the TOWN, any work described in the Notice of Termination; (b) take over the work and prosecute the same to completion by contract or otherwise, and the CONTRACTOR will be liable for any additional cost incurred by the TOWN; and (c) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the TOWN by the CONTRACTOR. In the event of termination for cause/default, the TOWN will be liable to the CONTRACTOR for reasonable costs incurred by the CONTRACTOR before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

3. EQUAL OPPORTUNITY – FEDERAL REQUIREMENTS:

Applicable to all contracts. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. DAVIS-BACON ACT:

Applicable to all construction contracts. The CONTRACTOR will comply with the requirements of the Davis-Bacon Act, as amended (40 USC 3141-3148), to include payment of wages as outlined in **Exhibit G** attached hereto and incorporated herein by this reference, and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708). However, these provisions will not apply to residential property rehabilitation unless such property contains eight (8) units or more.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Applicable to all construction contracts. All contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

Applicable to all contracts involving experimental, developmental, or research work. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. DEBARMENT AND SUSPENSION:

Applicable to all contracts. The CONTRACTOR hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Applicable to all contracts in excess of \$150,000. The CONTRACTOR will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the TOWN, and the San Francisco Regional Office of the Environmental Protection CONTRACTOR (EPA).

9. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1351):

Applicable to all contracts in excess of \$100,000. The CONTRACTOR hereby certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any CONTRACTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

(2) Each CONTRACTOR tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any CONTRACTOR, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

(3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any CONTRACTOR, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. PROCUREMENT OF RECOVERED MATERIALS:

Applicable to all contracts involving the purchase of \$10,000 or an item.

(1) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the CONTRACTOR will procure items designated in guidelines of the Environmental Protection CONTRACTOR (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The CONTRACTOR will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the CONTRACTOR determines that such items: (a) are not reasonably available in a reasonable time period; (b) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (c) are only available at an unreasonable price.

(2) Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the CONTRACTOR purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding

Federal fiscal year, the CONTRACTOR: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal CONTRACTOR or a State CONTRACTOR or CONTRACTOR of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.