

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

DATE: January 14, 2009

ITEM #: Consent C 4

SUBJECT: Professional Service Contract for On Site Information Technology (IT) Support Services with Iron Goat Networks, LLC

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue is to authorize the Mayor to sign a contract renewal with Iron Goat Networks, LLC to provide On Site IT Support Services.

SUMMARY STATEMENT:

The City of Sultan entered into a professional services agreement with Iron Goat Networks for On Site IT Support Services on August 13, 2008. The contract was effective through September 1, 2009.

The terms of the contract provide "this agreement may be extended for two (2) additional 12-month periods with the agreement of both parties".

The Council Subcommittee requested a meeting with Iron Goat to discuss areas of concern prior to the contract extension. The Subcommittee met with Iron Goat owners Ryan and Caroline Spott on December 29 2009 and discussed service problems; contact issues and the need for training.

ALTERNATIVES: The alternatives would be:

1. Authorize the Mayor to sign a one year extension to the contract with Iron Goat Networks, LLC for On Site IT Support Services., Changing companies at this point could create disruption in the city's functions.
2. Do not authorize the Mayor to sign the contract extension and direct staff to issue a Request for Proposals for On Site IT Support Services

RECOMMENDATION:

Authorize the Mayor to sign a one year extension on the contract with Iron Goat Networks, LLC for On Site IT Support Services.

Attachments: A. Iron Goat Networks Contract

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
IRON GOAT NETWORKS, LLC**

THIS AGREEMENT, is made this 13th day of **AUGUST, 2008**, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and **IRON GOAT NETWORKS, LLC** (hereinafter referred to as "Service Provider"), doing business at: **721 DEPOT LANE, SULTAN WA 98294**.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of on-call **INFORMATION TECHNOLOGY SERVICES**, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in **Attachment A**, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in **Attachment B, Option 2** for the services described in this Agreement. The maximum amount to be paid under this Agreement is Fifteen Thousand Dollars (\$15,000.00) annually and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within fourteen (14) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

- D. In the event the parties are unable to settle any disputed charges, the parties agree to submit the dispute to Snohomish County Dispute Resolution Center for binding arbitration at the request of either party.
3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement.
4. **Project Name.** *Information Technology Support Services for City of Sultan*
5. **Duration of Work.** Service Provider shall perform the work described in **Attachment A** until September 1, 2009. This agreement will terminate per section 6 below. This Agreement may be extended for two (2) additional 12-month periods with the agreement of both parties.
6. **Termination.**
- A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
- B. Termination upon the Service Providers Option. *The Service Provider shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the City.*
- C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City.
- D. Dispute Resolution. In the event the parties are unable to settle any disputed charges, the parties agree to submit the dispute to Snohomish County Dispute Resolution Center for binding arbitration at the request of either party.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

- 8. Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The service provider shall not be responsible for consequential damages sustained by the City or its officers, officials, employees and volunteers.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 9. Insurance.** The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.
- A. Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
- F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in

operations covered by this Agreement or accruing out of the performance of such operations.

12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
 - C. Any computer programs or code developed by the service provider in performance with this agreement shall remain the property of the service provider. In the event of termination of this agreement, the City shall be granted a license at no cost to use any computer programs or code developed by the service provider in the scope of performance of this agreement.
14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall

Scope of Work

Iron Goat Networks, LLC

Information Technology Services Contract

Iron Goat Networks, LLC will be on call to provide technical assistance and system administration to the city and provide general professional services on an as-needed basis primarily during normal business hours: Monday to Friday 8:00am to 5:00pm. Iron Goat Networks, LLC, will guarantee a 2-hour response time for emergency situations at all hours, as defined at the sole discretion of the city. Iron Goat Networks will work closely with the City Clerk.

Specific responsibilities include, but are not limited to, the following:

1. **Initial assessment** – Compile/update inventory of all information technology related assets, assess system architecture and current processes, and make recommendations for improved city-wide information technology performance. The written assessment should include the number of hours deliverable for recommended phases of improvements and upgrades. A written assessment report with recommendations is due within 30 days of all parties signing the contract.
2. **Desktop application support** – Perform basic support functions including ordering and installing personal computers, laptops, PDA's, printers, peripherals, and office automation software, diagnose and correct desktop application problems, configure computers for standard applications and identify and correct end user hardware and software problems, and perform advanced troubleshooting. Assist designated city personnel with software and hardware purchases. Assist in the development of software/hardware policies and procedures.
3. **Server and workstation administration services** – Manage computer systems and networks including complex applications, database, e-mail, web and other servers and associated hardware, software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the city's systems. Establish the amount of deliverable hours to ensure scheduled preventative maintenance for equipment is properly and promptly performed and maintain the maintenance records on the equipment. Manage changes, upgrades and patches. Manage user logins and security. Coordinate repair and maintenance work with contracted repair

vendors if needed and ensure repairs are conducted in a timely fashion. Support Springbrook financial software and other specialized software products of the City of Sultan.

4. Network Administration services – Maintain all city network equipment including switches, firewalls, routers, and other security devices. Perform installation and maintenance of printers, network copiers/scanners, etc. Ensure maintenance of network including regular analysis, routine configuration, and installation of patches and upgrades. Perform minor cabling as needed. Establish the amount of deliverable hours for these services.
5. Security – Maintain virus detection programs on city servers, e-mail and all other city computers and laptops. Perform security audits as requested and notify city personnel immediately of suspected breaches of security or intrusion detection. Configure city systems to enable remote access in a secure environment and provide remote access administration as requested or designated by city personnel. The ability to allow this access should commence within 60 days of all parties having signed the contract.
6. Data backups – Ensure all city data is backed up and available for restoration when needed. Maintain offsite backups of all system data in a secure environment. The ability to establish Data backups should commence within 60 days of all parties signing the contract and an established amount of deliverable hours to complete and maintain backup requirements.
7. Strategic planning – Engineering, planning and design for major system enhancements, including installations and upgrades of new or existing systems. Provide technical leadership for server technology issues. Make recommendations for future purchases and technology needs.



Attachment B
Iron Goat Networks, llc
P.O. Box 1232
Sultan, WA 98294
360-799-0552

June 13, 2008

City of Sultan of Sultan
PO Box 1199
Sultan, WA 98294

Re Information Technology Support Services Request for Proposal

Iron Goat Networks, llc is pleased to present this proposal to the City of Sultan to provide the Information Technology services detailed within to the City of Sultan on a contracted basis. All information and/or questions regarding this proposal should be directed to Caroline Spott at 360-799-0552 or via e-mail at info@irongoat.net. The taxpayer identification number for Iron Goat Networks is 26-2303084.

Iron Goat Networks will provide the City of Sultan with technical assistance and system administration on an as-needed basis at a retained rate or a rate to be negotiated. The attached proposal includes a detailed summary of how Iron Goat Networks will meet the scope of work and requirements outlined by the City of Sultan in the Request for Proposal for Information Technology Support Services dated May 16, 2008.

This proposal and the attached cost schedule shall be valid and binding for ninety days following the proposal due date of June 13, 2008 and will become part of the contract negotiated with the City of Sultan.

Please let us know if there are any questions or if additional information is needed to assist you in your decision. Thank you for your time and consideration; Iron Goat Networks looks forward to the opportunity to continue assisting our City with technology support.

Sincerely,

Caroline Spott
Owner Iron Goat Networks, llc



Iron Goat Networks, llc
P.O. Box 1232
Sultan, WA 98294
360-799-0552

1. *Letter of transmittal – the letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements of information:*
- a. *Company name, address and telephone numbers of the firm or individual submitting the proposal.*
 - b. *Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to who correspondence should be directed.*
 - c. *Federal and state taxpayer identification numbers of the individual or firm submitting the proposal.*
 - d. *A statement summarizing the services to be performed and a commitment to providing the services as specified. The statement must be signed by a corporate officer or other individual who is legally authorized to bind the respondent to both its proposal and cost schedule,*
 - e. *A statement which indicates, “proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract negotiated with the city.”*

The above information is included in the text of the letter on page one.

2. *General Information – provide the following information:*

Iron Goat Networks started in Anderson Valley, California in 1997 as CSpott Consulting to provide technology supports services to small, medium businesses and government agencies. Our focus is innovative problem solving for small businesses to enable them to manage their technology for maximum efficiency and cost.

In 2005 CSpott Consulting became Iron Goat Networks when we began offering Internet service. Iron Goat Networks continues to meet the technology support needs of small business and government agencies within our community

- A. *Length of time in business.*
Iron Goat Networks have been in business for 11 years, first as CSpott Consulting, changing to Iron Goat Networks, llc in 2005.
- B. *Length of time in business providing proposed services.*
The principals of IGN have been providing the services indicated in the Request for Proposal for over 13 years.
- C. *Total number of clients.*
Iron Goat Networks, llc currently serves over 240 clients.



Iron Goat Networks, llc
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D. Total number of public sector clients.

Iron Goat Networks currently serve four public sector clients.

E. Number of full time personnel in consulting, installation and training, sales, marketing and administrative support.

Iron Goat Networks has two full time personnel and three part time specialists on staff. Iron Goat Networks utilizes outside consultants as needed.

F. Location of headquarters.

Our headquarters are located at 721 Depot Lane, Sultan, WA 98294

G. Location of office that would serve this account.

Iron Goat Networks will serve the City of Sultan from our headquarters in Sultan, WA.

3. Describe how you and/or your firm is positioned to provide the services listed above and provide a history of experience on providing similar services.

Iron Goat Networks has provided services similar to those outlined in the request for proposals for thirteen years to multiple small businesses and government agencies and understands the complications unique to working with the public sector. The key personnel of Iron Goat Networks have worked with the University of Alaska, the Anderson Valley School District, the Anderson Valley Community Services District, and are currently working with the City of Sultan of Sultan, the Sultan School District, and Snohomish County Fire District #5.

4. Describe your and/or your firm's approach to providing these services and your methodology for providing on-going support.

Iron Goat Networks takes a cooperative approach to providing technology support services. Iron Goat Networks works with our clients to develop technology solutions specific to our clients needs. Our goal is to create a technology environment, which allows our clients to work seamlessly through standardization. Iron Goat Networks interviews the organization's principals and end users to determine what applications are used and how they are used by the agency or organization and its users. This process allows us to focus on initial trouble spots, form a plan to improve efficiency and reduce costs.

Iron Goat Networks provides on-going support to ensure all systems are upgraded with necessary updates and patches in a timely manner. Iron Goat Networks partners with the client to allow the client to work *with* technology, not *on* it.



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5. Provide the name, title, address, and telephone number of five (5) references for clients whom you have provided similar services. Provide information referencing the actual service provided, customer size (and number of users), and the length of tenure providing services to this client.

1. *Monroe Women's Care*, 360-794-1444, 14841 179th Ave SE, Monroe, WA 98272
Attn: Cindy Bird. This client is a group of physicians which Iron Goat Networks has provided technical support services to for three years. Iron Goat Networks assisted with all systems including the installation of a network firewall, server, centralized user administration and standardization of user workstations. This company consists of 10 users. The users consist of doctors, medical assistants and administrative staff.
2. *Sultan School District*, 360-793-9800, 514 4th St, Sultan, WA 98294 Attn: Dave Moon. Iron Goat Networks currently provides the Sultan School District with high-speed wide area network services and advanced network consulting. Iron Goat Networks have worked with the School District for three years.
3. *Snohomish County Fire District #5*, 360-793-1179, 304 Alder St, Sultan, WA 98294, Attn: Tim Tullis. Iron Goat Networks provide Fire District #5 with technical support, database management, application management, IP phone system installation, on-going support and networking support. Iron Goat Networks established a virtual private network between fire stations to reduce monthly telecom costs. Iron Goat Networks has worked with the Fire District for six years. The client has 30+ volunteer firefighters using systems for report entry and 8 and full time staff, and 2 part administrative staff.
4. *Anderson Valley Unified School District*, 707-895-3010, 12300 Anderson Valley Way, Attn: Patti Wilson (Business Manager). Ryan Spott provided technical support services in the role of District Technology Coordinator for the school district for three years. The school district consists of approximately 500 students and 50 staff members.
5. *Anderson Valley Community Services District*, 707-895-2020, 14281 Highway 128, Boonville, CA 95415, Attn: Colin Wilson. CSpott Consulting provided database management and development, and desktop support for three years. This client has one full time fire chief, one full time administrative assistant and 30+ volunteers.
6. *City of Sultan*, 360-793-2231, PO Box 1199, Sultan, WA 98294. Iron Goat Networks has provided the City of Sultan with web development, e-mail hosting, web hosting and information technology support on an emergency basis for three years.



Iron Goat Networks, llc

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6. Staff resources – identify the names of principals and key personnel who will actually provide the information technology services. Summarize the experience and technological expertise of these staff. Describe the role and responsibility that each of these individuals will have. Full resumes of these individuals should be attached to the proposal. The local availability of staff that will be providing these services will be an important consideration

The staff of Iron Goat Networks currently consists of two principal full time employees/owners and several contracted IT subject matter experts. The key personnel are Ryan and Caroline Spott, who have both lived in Sultan for eight years.

Ryan Spott has worked in the IT field for over thirteen years. During this time Mr. Spott has been employed as a Network Engineer/Administrator overseeing the operations and monitoring of networks ranging from a two-person offices to nationwide Federal government agencies. A copy of his resume is attached, which outlines the specifics of his work experience.

Caroline Spott has worked for the University of Alaska to create training documentation for the Division of Computing and Communications. For the past three years, Caroline has been a full time employee of Iron Goat Networks and has overseen the construction of high speed wired and wireless networks spanning Snohomish County.

Iron Goat Networks employs several specialists who are contracted on an as-needed basis. The most commonly used specialists are:

- 1.N. Melnick, specializes in Active Directory, Exchange, IIS, and perl
- 2.P. Dennet, specializes in network monitoring, systems engineering, PHP and MySQL
- 3.T. Kepler, specializes in accounting systems and business continuity planning.
- 4.Additional subject matter experts are brought in on an as needed basis.

7. Support Services – please answer the following:

- A. *Is help desk support available?*
There is help desk support available.
- B. *When is support available? Indicate hours of the day and days of the week.*
Support is available 24/7.
- C. *How are charges for support structured, documented, tracked and invoiced?*
Support given during regular business hours (Monday-Friday 8AM-5PM) is charged at a regular rate.



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After hours support, which includes Federal, State and Local holidays, unless prior arrangements are made, is billed at separate rate outlined in our fee schedule.

Charges for support are tracked via a ticketing system, which tracks the time spent on an issue and follows the progress of an issue. All services are invoiced once per month.

Invoicing includes a detail of the issue, time and date.

D. Do you provide a toll-free support number?

Our support number is a local Sultan telephone number.

E. Describe your problem escalation process, including – initial problem identification, triage for priority and severity of problem, steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory, final authority regarding conflicts.

Issues are initially identified by either notification from monitoring systems or customer contact. Issues which affect the largest number of users are addressed first; at that point Iron Goat Networks will communicate with pre-designated staff to determine the priority in which smaller issues may need to be addressed. If a solution is not immediately forthcoming, Iron Goat Networks will take all possible steps necessary to create a feasible temporary solution to the issue to allow staff to continue working with the least amount of disruption. The final authority regarding any conflicts rests with the client, however, Iron Goat Networks reserves the right to refuse requests which are technically unfeasible.

F. Indicate your response time and goal and also your statistics regarding meeting that goal.

Iron Goat Networks will respond within two hours of notification to an issue. Iron Goat Networks is able to meet this goal 99% of the time. While Iron Goat Networks strives to resolve all issues as quickly as possible, we cannot be responsible for acts of nature, or forces beyond our control which would prevent us from resolving issues in a timely manner.

8. If your company has had a contract terminated during the past five years, all such incidents must be described. If the termination was for default as defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either a) not litigated or b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address, and telephone number of the party. If no such terminations for default have been experienced by the respondent in the past five years, declare that.

Iron Goat Networks has not had any contracts terminated within the past five years.



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9. Statement of material litigation – provide a statement on whether or not the company or individual is currently involved with any material litigation, arbitration, or bankruptcy proceedings, or has been within the past three years directly or indirectly.

Our company is currently not involved with any material litigation, arbitration, or bankruptcy proceedings, or has been within the past three years directly or indirectly.

10. Beyond the scope of this proposal, what services (related or otherwise) do you and/or your firm provide that may be of interest to the City?

Beyond the scope of this proposal, Iron Goat Networks will be happy to continue our current work with the City of Sultan in regards to e-mail and web services at the current discounted rates Iron Goat Networks have established with the City of Sultan.

In addition, Iron Goat Networks can provide:

1. IP Based phone systems
2. Advanced Voice Mail and Automatic Call Distribution Systems
3. Customized coding and application development
4. Web-based Content Management Systems
5. High Speed Wide Area Networking Services
6. Turn-key server and workstation leasing

11. Proposal summary – summarize your proposal and your firm's qualifications. Additionally, you may articulate why you and/or your firm is pursuing this work and how it is uniquely qualified to perform it. Include other pertinent information that helps the city determine your overall qualifications.

Iron Goat Networks will provide the City of Sultan with the technical support services outlined in the request for proposals dated May 16, 2008 by working cooperatively with City staff to develop technology solutions catering to the specific needs of the City. Our approach is to determine the application and hardware needs of city staff through interviews and inventory. Using this information, Iron Goat Networks will standardize City systems to increase productivity and reduce information technology expenditures for the City.

Iron Goat Networks has been in business helping public sector clients develop strategies and standards, which have allowed them to increase efficiency and productivity by *reducing* the need for technical support. Iron Goat Networks has a history of working with the City of Sultan to meet their needs. Not only does the principal staff of Iron Goat Networks work in Sultan, they are active members of the community and look forward to the opportunity to increase their involvement with our City of Sultan both as a business and citizens.



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Cost of Services

Iron Goat Networks offer two different fee options for contracted information technology support services. The first option includes a monthly retainer, the second is a straight hourly option. The City of Sultan may choose either option. Iron Goat Networks is open to negotiating our rates at the City of Sultan's request.

Option 1

Hourly retained rate: \$70.00

The monthly retainer is billed ½ hour per computer per month. (ancillary devices, ie printers, PDAs, phones, etc.. are not included in this monthly retainer)

For example, according to the inventory on the request for proposal, this would make the current monthly retainer: \$1435.00 and would include 20½ billable hours of service per month. The hours in the retainer include after hours and emergency support during business hours.

Any hours above the retainer are billed as follows:

Non-Emergency Support: \$70.00/hour

Emergency Support during business hours: \$85.00/hour

After Hours Emergency Support: \$100.00/hour

With this option, Iron Goat Networks do not bill for drive time.

Option 2

Straight Hourly Billing

Scheduled Support and Maintenance: \$70.00/hour

Remote Emergency Support During Business Hours: \$85.00/hour

On Site Emergency Support During Business Hours: \$100.00/hour

Remote After hours Emergency Support: \$100.00/hour

On Site After hours Emergency Support: \$115.00/hour

Drive time is billed for all on site support and maintenance at \$50.00/hour
(drive time is excluded for trips originating in Sultan)