

Mayor Edna B. DeVries
Deputy Mayor Linda Combs
Council Member Julie Berberich
Council Member Richard W. Best
Council Member Steve Carrington
Council Member Sabrena Combs
Council Member Jill Valerius

City Attorney Michael Gatti
City Clerk Norma I. Alley, MMC
City Manager John Moosey

City of Palmer, Alaska
City Council Meeting
October 13, 2020, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction and Setting a Public Hearing for October 27, 2020, for **Ordinance No. 20-013:** Amending the Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District..... Page 3
 - b. **Action Memorandum No. 20-071:** Authorizing the City Manager to Negotiate and Enter into a Sole Source Contract with The Chariot Group, Inc. for the Purchase and Installation of the Audio-Visual Recording and Voting Equipment at the Palmer City Council Chambers in an Amount Not to Exceed \$120,000.00 Using Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230..... Page 11
 - c. **Action Memorandum No. 20-072:** Authorizing the City Manager to Negotiate and Execute a Three-Year Contract with First National Bank Alaska to Provide Banking Services..... Page 57
 - d. **Action Memorandum No. 20-073:** Amending Action Memorandum No. 20-065 Authorizing the City Manager to Purchase the Fire Department Fit Testing Unit Using Cares Act Funds Page 67
 - e. **Action Memorandum No. 20-074:** Amending Action Memorandum No. 20-067 Authorizing the City Manager to Purchase the Fire Department Washers Using Cares Act Funds..... Page 75
2. Approval of Minutes of Previous Meetings
 - a. September 8, 2020, Special Meeting Page 83
 - b. September 8, 2020, Regular Meeting Page 85

E. COMMUNICATION AND APPEARANCE REQUESTS

1. Presentation from Palmer Museum of History and Art and Visitor Center Executive Director Sam Dinges Page 89

F. REPORTS

1. City Manager's Report
2. City Clerk's Report
3. Mayor's Report Page 107
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARING

- 1. **Ordinance No. 20-012:** Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors Page 109

I. NEW BUSINESS

- 1. **Action Memorandum No. 20-075:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for Alaska State Fair, Inc Liquor License No. 39 of Adding an Outside Area to the Garden for Alcohol Consumption and Raven Hall for an Interior Alcohol Storage Page 115
- 2. **Action Memorandum No. 20-076:** Approval of a City Council Member to Serve on the Alaska Municipal League Board of Directors for a Term Starting November 2020 Page 135

J. RECORD OF ITEMS PLACED ON THE TABLE

K. AUDIENCE PARTICIPATION

L. COUNCIL COMMENTS

M. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Oct 27	Special	6 pm	Budget Introduction
Oct 27	Regular	7 pm	Budget
Nov 3	Special	6 pm	Budget
Nov 10	Special	6 pm	Budget
Nov 10	Regular	7 pm	
Nov 24	Special	6 pm	Budget
Nov 24	Regular	7 pm	Budget Adoption
Dec 8	Regular	7 pm	
Dec 22	Regular	7 pm	
Jan 12 '21	Regular	7 pm	

**City of Palmer
Ordinance No. 20-013**

Subject: An Ordinance of the Palmer City Council Amending Portions of Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District

Agenda of: October 13, 2020

Council Action: **Adopted** **Amended:** _____
 Defeated




Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **0.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 20-013
- Planning & Zoning Commission July 16, 2020, Draft Minutes

Summary Statement/Background:

The text amendment will update and amend portions of Palmer Municipal Code Chapter 17.24, R-2 Low Density Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District.

This ordinance is a product of a request by Palmer City Council to review and update Title 17 in its entirety. Planning and Zoning, with input from resident, business owners, and developers have made suggested changes to allow for positive community growth.

Most of the amendments to the different multi-family districts are for consistent application of the land use code across all multi-family zoning districts. When PMC 17.89 Short-term rental ordinance was approved it was not incorporated with the different multi-family districts. These amendments incorporate adopted language for PMC 17.89 into these districts. There is no change to any part of the short-term rental ordinance.

At the July 16, 2020, Planning and Zoning meeting, the Commission discussed and reviewed the draft Ordinance and agreed with the proposed changes and voted unanimously to move the draft ordinance forward to City Council with a recommendation for adoption.

Administration's Recommendation:

Adopt Ordinance No. 20-013 amending portions of Palmer Municipal Code Chapter 17.24, R-2 Low Density Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: October 13, 2020

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Ordinance No. 20-013

Amending Portions of Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District

WHEREAS, the Palmer City Council requested Planning & Zoning to review and update Title 17; and

WHEREAS, the Planning and Zoning Commission proposes and recommends a text amendment to address portions Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District; and

WHEREAS, the Planning and Zoning Commission reviewed, researched, and discussed varies amendments allowing for positive growth in the city of Palmer.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Section 17.24.020 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.24.020 Permitted uses.

J. Short term rentals, Type 1, Type 2, and Type 4 shall meet the requirements of Chapter 17.89.070 PMC.

Section 4. Palmer Municipal Code Section 17.24.030 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.24.030 Conditional uses.

F. Short term rentals, Type 5 shall meet the requirements of Chapter 17.89.070 PMC.

Section 5. Palmer Municipal Code Section 17.24.040 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.24.040 Prohibited uses.

C. Short term rentals, Type 3.

Section 6. Palmer Municipal Code Section 17.24.061 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.24.061 Lot area restrictions.

C. Minimum lot area per dwelling unit:

	No. of Dwelling Units	Lot Area Per Unit	Minimum Total Lot Size
	1	8,400 Sq. Ft.	8,400 Sq. Ft.
	2	5,000 Sq. Ft.	10,000 Sq. Ft.
	3	4,160 Sq. Ft.	12,500 Sq. Ft.
	4	3,750 Sq. Ft.	15,000 Sq. Ft.

D. Maximum lot coverage by all structures containing dwelling units shall not exceed 35 percent, ~~exclusive of attached garages.~~

Section 7. Palmer Municipal Code Section 17.24.064 is hereby amended and subsequent subsections relettered to read as follows (new language is underlined and deleted language is stricken):

17.24.064 Setback requirements.

D. Side yard for a lot created after June 30, 2005, ~~±~~ 10 feet;

Section 8. Palmer Municipal Code Section 17.26.020 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.26.020 Permitted uses.

J. Short term rentals, Type 1, Type 2, Type 3, and Type 4 shall meet the requirements of Chapter 17.89.070 PMC.

Section 9. Palmer Municipal Code Section 17.26.030 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.26.030 Conditional uses.

G. Short term rentals, Type 5 shall meet the requirements of Chapter 17.89.070 PMC.

Section 10. Palmer Municipal Code Section 17.26.061 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.26.061 Lot area restrictions.

C. Minimum lot area per dwelling unit:

No. of Dwelling Units	Lot Area Per Unit	Minimum Total Lot Size
1	8,400 Sq. Ft.	8,400 Sq. Ft.
2	5,000 Sq. Ft.	10,000 Sq. Ft.
3	4,160 Sq. Ft.	12,500 Sq. Ft.
4	3,750 Sq. Ft.	15,000 Sq. Ft.
5	3,480 Sq. Ft.	17,400 Sq. Ft.
6	3,180 Sq. Ft.	19,100 Sq. Ft.
7	2,940 Sq. Ft.	20,600 Sq. Ft.
8	2,700 Sq. Ft.	21,600 Sq. Ft.

D. Maximum lot coverage by all structures containing dwelling units shall not exceed 40 percent, exclusive of attached garages.

Section 11. Palmer Municipal Code Section 17.26.064 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.26.064 Setback requirements.

C. Subsection (B) of this section notwithstanding, the setback for a lot containing more than four dwelling units with a side or rear yard abutting or immediately across an alley from property zoned R-1 or R-1E shall be at least 25 feet on that side or sides. ~~The setback measurement shall begin at the R-3 property's edge of the alley right of way.~~

Section 12. Palmer Municipal Code Section 17.27.020 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.27.020 Permitted uses.

L. Short term rentals, Type 1, Type 2, Type 3, Type 4, and Type 5 shall meet the requirements of Chapter 17.89.070 PMC.

Section 13. Palmer Municipal Code Section 17.27.060 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.27.060 Lot area restrictions.

C. Minimum lot area per dwelling unit:

No. of Dwelling Units	Lot Area Per Unit	Minimum Total Lot Size
1	8,400 Sq. Ft.	8,400 Sq. Ft.
2	5,000 Sq. Ft.	10,000 Sq. Ft.
3	4,160 Sq. Ft.	12,500 Sq. Ft.
4	3,750 Sq. Ft.	15,000 Sq. Ft.
5	3,480 Sq. Ft.	17,400 Sq. Ft.
6	3,180 Sq. Ft.	19,100 Sq. Ft.
7	2,940 Sq. Ft.	20,600 Sq. Ft.
8	2,700 Sq. Ft.	21,600 Sq. Ft.
9 or more	2,700+ Sq. Ft.	(as required)

D. Maximum lot coverage by all structures containing dwelling units, ~~exclusive of attached garages,~~ shall not exceed 40 percent, except for nine or more multiple units which may not exceed 50 percent.

Section 14. Palmer Municipal Code Section 17.27.064 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.27.064 Setback requirements.

C. Subsection (B) of this section notwithstanding, the setback for a lot containing more than four dwelling units with a side or rear yard abutting or immediately across an alley from property zoned R-1 or R-1E shall be at least 25 feet on that side or sides. ~~The setback measurement shall begin at the R-4 property's edge of the alley right-of-way.~~

Section 15. Palmer Municipal Code Section 17.27.066 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.27.066 Open space requirements.

C. Dwelling units in excess of 10 units are required to provide a fenced pet yard (park), if tenants are allowed pets in dwelling units. Minimum lot size of pet park is 200 square feet and 10 additional square feet per dwellings units over 10, up to a maximum of 1000 square feet.

D. Deck, covered patios, and porches may serve to satisfy open space requirements at 50% of total space.

Section 16. Palmer Municipal Code Section 17.27.068 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.27.068 Fencing requirements.

Lots abutting or immediately across an alley from an R-1, R-1E, or R-2 residential zone which contain five or more dwelling units shall have a six-foot ~~six-inch~~ solid or interlap fence on the side or sides abutting or across an alley from the lower-density residential zones. The fence shall be well built, finished and maintained.

Section 17. Effective Date. Ordinance No. 20-013 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Main Motion: For review, discussion and recommendation regarding proposed CC Ordinance No. 20-0xx Text Amendment and Map.

Moved by:	Shelton
Seconded by:	Tudor

Director Hanson explained the proposed map (packet p. 25) outlining the CBD boundaries and asked for Commission comment.


Following review of the text amendment, the Commission agreed that it was good as written with accessory use and setback language added back in as recommended by Director Hanson. He will revise and bring back to the next meeting for an additional public hearing and Commission approval.

Also discussed was the Mat-Maid Complex (Industrial) as relates to breweries. Director Hanson recommended adding breweries to the Downtown District which would allow brewery accessory uses. He will draft language and bring back for the next meeting.

[Commissioner Thom-Bernier's connection was lost at 7:39 p.m.; reestablished at 7:41 p.m.]

Primary Amendment #1: To postpone further discussion/action to the next Regular Meeting.

Moved by:	Lucas
Seconded by:	Ornquist
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

-  2. **IM 20-020:** Consideration of text amendments to Palmer Municipal Code Chapter 17.24, R-2 Low Density Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27 R-4 High Density Residential District.

Staff Report: Direction Hanson summarized the text amendments under consideration, noting the intent is to get them moving forward to the City Council for adoption.

Public Hearing: There were no members of the public in attendance to testify.

Main Motion: For review and discussion on Ordinance No. 20-0xx.

Moved by:	Shelton
Seconded by:	Lucas

Following brief discussion and review:

Main Motion: For approval of Ordinance No. 20-0xx, adopting the proposed changes to R-2, R-3, and R-4 zones and move forward to City Council with a recommendation for adoption.

Moved by:	Lucas
Seconded by:	Tudor
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

**City of Palmer
Action Memorandum No. 20-071**

Subject: Authorizing the City Manager to Negotiate and Enter into a Sole Source Contract with The Chariot Group, Inc. for the Purchase and Installation of the Audio-Visual Recording and Voting Equipment at the Palmer City Council Chambers in an Amount Not to Exceed \$120,000.00 Using Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230

Agenda of: October 13, 2020

Council Action: **Approved** **Amended:** _____
 Defeated


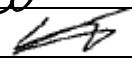
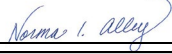
Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **\$120,000.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ **\$120,000.00**
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): CARES Act Funds 56-01-10-6510
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Chariot Group Equipment List
- Chariot Group Agreement
- OMNIA Partners competitive Bid.
Documents providing executive summary, Solicitation # MG20-81
State of Utah Cooperative Contract

Summary Statement/Background:

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This act included numerous federal funding opportunities for the State of Alaska for response and mitigation for the COVID-19 public health crisis. The programs that the State of Alaska developed included a statewide distribution of \$562,500,000.00 to boroughs and local governments. The time frame for the use of these funds is from March 1 through December 30, 2020.

On May 26, 2020, Palmer City Council approved Resolution No. 20-015 accepting the City's share of Coronavirus Relief Funds for \$7,566,546.24 for costs that are for necessary expenditures incurred due to the public health emergency of COVID-19.

City of Palmer administrative staff consisting of John Moosey City Manager, Brad Hanson Community Development Director, and Gina Davis Finance Director gave consideration to a range of programs for the best utilization of CARES Act Funds taking into consideration the guidance provided by the US Treasury and how to best support the long-term recovery of our local economy and the citizens of Palmer. The programs that were developed consist of the following:

- 1) Small Business CARES Grants
- 2) Non-profit CARES Grants
- 3) Non-profit CARES Competitive Grants
- 4) City Utility Abatement
- 5) City Mitigation Expenditures
- 6) City Resiliency and Recovery

On September 8, 2020, the Palmer City Council Approved Resolution No. 20-022 establishing the COVID-19 relief fund policy.

\$120,000.00 Enhance and Improve City Council Chambers Audio Visual, Recording and Voting Equipment

There is a great need to broadcast and record public meetings for the City of Palmer. The current COVID-19 Pandemic has clearly revealed major shortcomings in conducting effective public meetings with the current systems located in the Palmer council chambers. The proposal for new audio-visual, recording, and voting equipment will enhance the quality of our City Council meetings for council members attending remotely and the general public viewing remotely due to the health restrictions in place due to COVID-19.

The City Code 3.21.30 permits a sole source purchase due to a reasonable limit of available supplies and professional services. The current regulations for the use of COVID-19 Funds from the Federal Government through the State of Alaska place a hard stop on project delivery and installation of December 30, 2020. This availability of equipment, professional install, and set up is currently strained.

In addition, the equipment and services with The Chariot Group, Inc were competitively bid in March 2020 by a Government procurement process. The City of Palmer is eligible to take advantage of this option.

3.21.230 Governmental and proprietary procurements

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services, or construction:
 - 1. For contracts, including reimbursable agreements, with federal, state, or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
 - 2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
 - 3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service, or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied.

Administration's Recommendation:

To approve Action Memorandum No. 20-071



ONLINE MARKETPLACE
Executive Summary

Lead Agency: State of Utah

Solicitation: MG20-81

RFP Issued: January 8, 2020

Pre-Proposal Date: PRE-PROPOSAL DATE

Response Due Date: February 12, 2020

Proposals Received: #9

Awarded to: The Chariot Group, Inc.

The State of Utah Division of Purchasing issued RFP MG20-81 on January 8, 2020, to establish a national cooperative contract for Online Marketplace.

The solicitation included cooperative purchasing language in Section 3 under Background of the Conducting Procurement Unit (Page 4):

NATIONAL CONTRACT

The State of Utah, as the Principal Procurement Agency, defined in Attachment G, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The State of Utah is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on Attachment G, or as otherwise agreed to.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- State of Utah website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA

Version February 27, 2020

- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On February 12, 2020 proposals were received from the following offerors:

- Amazon Services, LLC
- American Solutions for Business
- Bluefin
- CDW Government LLC
- The Chariot Group
- GovConnection, Inc.
- SHI International Corp.
- W.W. Grainger, Inc.
- Office Depot, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with The Chariot Group, Inc. and proceeding with contract award upon successful completion of negotiations.

The State of Utah, OMNIA Partners and The Chariot Group, Inc. successfully negotiated a contract, and the State of Utah executed the agreement with a contract effective date of May 11, 2020.

Contract includes: IT Online Marketplace Services with dynamic pricing. The Chariot Group is an audiovisual company with value added items that include: web service portal, value add reseller, training expertise, and consulting and design services.

Term:

Initial five-year agreement from May 11, 2020 through May 10, 2025 with no renewal options. The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Although the scope reflects the needs and requirements of the State of Utah, OMNIA Partners Participating Public Agencies may have different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.



Contract # MA3460

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

<u>The Chariot Group, Inc</u>	Name	
<u>3120 Denali Street, Suite 1</u>	Address	
<u>Anchorage</u>	<u>AK</u>	<u>99503</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Limited Liability Company

Contact Person Rick Thomas Phone #907-222-5300 Email contracts@chariotgroup.com
Vendor # 118914A Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: an online marketplace with dynamic pricing.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation#MG20-81.

5. CONTRACT PERIOD: Effective Date: 11 May 2020 Termination Date: 10 May 2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.

6. Payment: Prompt Payment Discount (if any): NA.

7. Administrative Fee, as described in the Solicitation and Attachment A: Established by Omnia and the participating entities upon establishing a participating addendum.

8. ATTACHMENT A: Scope of Work
ATTACHMENT B: Award Categories
ATTACHMENT C: NA
ATTACHMENT D: NA

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #MG20-81.
- c. Omnia Partners Administrative Agreement for the Online Marketplace contract portfolio.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Rick Thomas
Rick Thomas (May 14, 2020 05:53 AKDT)
Contractor's signature

May 14, 2020
Date

STATE

Director, Division of Purchasing

May 14, 2020
Date

Rick Thomas President & CEO
Type or Print Name and Title

<u>Michael Glenn</u>	<u>801-957-7137</u>	<u>NA</u>	<u>michaelglenn@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

Attachment A
Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractors Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market.

Categories:

The contracts include four (4) awarded categories:

- 1) Education-Based Accessories, Display, Products and Related Supplies
 - a) Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.
- 2) Information Technology-Peripheral Devices and Related Products
 - a) Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.
- 3) Maintenance, Repair and Operations Products (MRO)
 - a) Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.
- 4) Office-Based Accessories, Décor, Products, and Related Supplies
 - a) Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Attachment B (Award Categories by Contract) has the breakdown of which contracts were awarded which categories. This contract may only be used to purchase items that fall within the category/categories that the contractor was awarded for.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

Online Marketplace: Contractor will provide a digital marketplace for users of this contract to order supplies through.

Order Fulfillment: Contractor will fulfill orders from beginning (ordering of products) to end (delivery to requester).

Digital Analytics: Contractor will provide some form of data analysis on ordering trends, user groups, etc.

Ability to Restrict Categories: In order to maintain the scope for the contract, contractor will restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules.

Dynamic Pricing:

The contract pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. This contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.

Terms and Conditions:

Terms and Conditions for this Master Agreement were negotiated by Omnia Partners in the Administration Agreement for the contract portfolio. Terms and Conditions specific to a participating entity will be negotiated with the contractor, by the participating entity, prior to the participating agreement being signed.

Attachment B - Award Categories					
Online Marketplace					
Award Category	Vendor Name				
	Amazon	CDW Government	Office Depot	Chariot Group	Grainger
Contract Number	MA3457	MA3458	MA3459	MA3460	MA3461
Education Supplies	X		X		X
Information Technology	X	X	X	X	X
Maintenance, Repairs, Operations	X		X		X
Office Supplies	X		X		X

Description

Issuing Procurement Unit Division of Purchasing & General Services
Conducting Procurement Unit Division of Purchasing & General Services

Online Marketplace

SOLICITATION # MG20-81

This Request for Proposals (“RFP”), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. This Request for Proposals (“RFP”) is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence.

Purpose of this Solicitation

The purpose of this RFP is for the State of Utah to enter into a contract with a vendor to provide a solution to the following problem that the Conducting Procurement Unit is experiencing:

The State is seeking to provide users with an online digital marketplace to provide transactional items that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

This RFP and resulting contract award(s) is a solutions-based solicitation, meaning the State of Utah is seeking equipment, products, and/or services that meet the requirements of this RFP and that are commonly desired or are required by law or industry standards. The State is looking to have one or multiple online marketplaces that are able to provide a diverse range of transactional items that could be used in and for an office, school, and/or other settings. Offerors may submit for **one, all, or a combination** of the following categories: Education-Based Accessories, Display, Products, and Related Supplies; Information Technology Peripheral Devices and Related Products; Maintenance, Repair and Operation Products; and Office-Based Accessories, Décor, Products, and Related Supplies. **When submitting for one or more categories, Offerors may subcontract items.** Offerors may include related solutions that are complementary to the categories and items identified in this RFP.

Given the cooperative nature of this RFP, it is expected that offerors shall propose a wide array of equipment, products, and/or services at lower prices and with better value than what they would ordinarily offer to the public or to a single government entity.

Background of the Conducting Procurement Unit

Online Marketplace

The State of Utah has identified the need to have a digital marketplace in order to provide the State and its entities the best prices. In previous years, the State of Utah had a contract for office supplies that was based on an established discount from list price. In wanting to determine if the discount from list price offers the best value to the State of Utah, a digital marketplace for office and schools supplies was obtained which utilized a more dynamic pricing model.

The State of Utah is now seeking an Online Digital Marketplace Solution across specific categories that offers a more dynamic pricing structure to ensure the State and its entities are continually receiving the best value. Under a dynamic pricing model, the State of Utah anticipates that the market establishes the best value and the State will not need to amend the contract when the market goes up or down. Additionally, by extending this contract nationwide, the benefits of this contract are not limited to the State of Utah. Presently, many public and non-profit entities utilize online marketplaces. By offering Participating Public Agencies the ability to utilize the resultant contract(s), agencies can lower costs through reducing procurement expenses, improve their compliance and reporting, and potentially support a wider range of diverse suppliers.

National Contract

The State of Utah, as the Principal Procurement Agency, defined in Attachment G, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The State of Utah is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on Attachment G, or as otherwise agreed to. Attachment G contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Vendor, OMNIA Partners provides marketing and administrative support for the Vendor that directly promotes the Vendor’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Vendor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Vendor’s need to respond to additional competitive solicitations. As such, the Vendor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Vendor and respond to the OMNIA Partners documents (Attachment G).

Expectations for Deliverables by the Conducting Procurement Unit

Online digital marketplace providing at least one of the below categories. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to.

Education-Based Accessories, Display, Products and Related Supplies

Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

Information Technology-Peripheral Devices and Related Products

Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user’s network.

Maintenance, Repair and Operations Products

Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.

Office-Based Accessories, Décor, Products, and Related Supplies

Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Project Goals for the Conducting Procurement Unit

In addition to specific qualifications and requirements listed later in this RFP, providers should

offer an established, out-of-the-box business-to-consumer e-commerce marketplace platform that fits the following requirements:

- Is designed as a B2C (Business to Consumer) platform to connect one or more sellers to multiple buyers.
- An established and demonstrated methodology for showing prices are generally below retail prices
- Offers the ability to make payments through the platform or to a centralized accounts receivable function via credit card functionality
- Offers a wide variety of products in multiple commodity groups with the awarded categories
- A focus on quick delivery with the majority of products being available to be delivered to users within 5 days
- A central point of contact for customer service, delivery, or account issues

And preferences for platforms include:

- out-of-the-box analytics/reporting dashboard and capabilities that are part of the platform.
- customizable workflow and governance capabilities in the platform to allow:
 - all administrators to restrict product or commodities depending on organizational internal policies and procedures.
 - full revision history of changes made and who made the workflow
- Other Capabilities
 - Secure Login
 - Online catalog of items
 - Access to online order history
 - Mobile-enabled site
 - Payment methods – Purchase Order (“PO”) or credit card
 - Standard reporting
 - Freight selection
 - Online sample request form
 - Product images (high resolution) associated with each item

Closing Date and Time

The closing date and time for this sourcing event is provided below in the **Anticipated Schedule**. If your time zone is different from that shown, your profile may be set to a different time zone. Please see the attachment titled "Changing Your Time Zone" in the Buyer Attachments section for directions on how to update your profile. It is your responsibility to make sure you submit your response by the date and time indicated above.

Contract Award

It is anticipated that this RFP will result in multiple contract awards. The methodology or formula that will be used to determine the number of contract awards is based on the Cost per Points Ratio (Cost Proposal/Technical Points Received=Cost Points Ratio). All vendors within 300% of the lowest Cost Point Ratio will be awarded a contract.

Future Procurements

The State of Utah reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.

Length of the Contract

The contract resulting from this RFP will be for FIVE (5) years or the time identified by the awarded vendors during the clarification phase. The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Although the scope reflects the needs and requirements of the State of Utah, OMNIA Partners Participating Public Agencies may have different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Anticipated Schedule

The following is the anticipated schedule for this procurement. The Division reserves the right to alter these dates. All deadlines are prevailing (Daylight or Standard) Mountain Time.

ACTIVITY	DATE
RFP Issued	1/8/2020
Offeror Webinar Google Meeting (meet.google.com/axf-avqz-wmc)	1/15/2020 at 1:30 pm MST
Deadline for Questions during the Question and Answer Period	1/24/2020
RFP Offeror Submittals Due Date	2/5/2020
Identification of Potential Awarded Offeror	2/19/2020
Signing of Contract	3/4/2020
Anticipated Authorization to Proceed	3/4/2020

It is the sole responsibility of the Offerors to examine, with appropriate care and diligence prior to submitting its response to the RFP, the RFP and all conditions which may in any way affect its response or performance under the Contract (if awarded).

Stage Description

No description available.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Vendor :

Vendors must complete and upload Attachments B, C, and D.

Prerequisite Content:

Objective Criteria

The objective criteria, or mandatory minimum requirements, that will be used to evaluate this solicitation are the completion of Attachments B, C, and D, including D1, D2, D3, and G.

Attachments B, C, D, and G can be found in the Buyer Attachment section of this solicitation.

Vendors must complete the forms and then upload their responses to Questions 3.2, 3.3, and 3.4 in the Questions section of this solicitation.

Certification

I certify that I have read and agree to the this prerequisite.

Vendor Must Also Upload a File:

No

2 ★ Instructions To Vendor :

Vendors must complete and upload Attachments D1, D2, D3, E and G (if the vendor wishes to participate with Omnia Partners).

Prerequisite Content:

Subjective Criteria

To determine which proposal provides the best value to the State, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the subjective criteria listed in this prerequisites section.

The subjective criteria are located in Attachment D – Project Capability in attachment D1, D2, D3, Attachment E, and G – Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector . Vendors must review and complete Attachment D, E, and G as described in that attachment.

Certification

I certify that I have read and agree to this prerequisite.

Vendor Must Also Upload a File:

No

3 ★ Instructions To Vendor :

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

Prerequisite Content:

Evaluation of Proposals

PROPOSAL EVALUATION PROCESS

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

Objective Criteria

Scoring Methodology

Completed Attachment B - Key Personnel Form	Pass / Fail
Completed Attachment C - Price Proposal Form	Pass / Fail
Completed Attachment D - Project Capability	Pass / Fail
Completed Attached E - Marketing/Education Plan	Pass/Fail
Submission submitted in SciQuest on time (Vendor clicked submit and uploaded and answered all necessary documents and questions)	Pass / Fail
Completed Attachment G – Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector	Pass/Fail

Stage 2: Technical Proposal Evaluation

Solicitation responses should indicate which categories that Offeror is responding to. In the responses, Offerors should: highlight experience as it relates to each category the Offeror is responding to, describe market presence to include any current presence at a national level, and indicate how Offeror would educate its team of the contract both within the State of Utah and nationally (such as how products would be distributed, a plan for meeting product needs from agencies, and how volume would be tracked and reported as necessary to the State of Utah and OMNIA Partners).

Solicitation responses that have received a passing score in each of the objective scoring criteria will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in this solicitation. Proposals will be evaluated against the evaluation criteria as follows:

<u>Evaluation Criteria</u>	<u>Scoring Methodology</u>	<u>Weighting of Criteria</u>	<u>Total Possible Points</u>	<u>Actual Score</u>
Attachment D1 - Level of Expertise Plan (LE)	1, 5, or 10	45%	225	
Attachment D2 - Risk Assessment Plan (RA)	1, 5, or 10	25%	125	
Attachment D3 - Value Added Plan (VA)	1, 5, or 10	15%	75	
Attachment E - Marketing/Education Plan	1, 5, or 10	15%	75	
Total Technical Score		100%	500	

The evaluation team will provide a score using the above mentioned methodology using the following:

- 1 point – Offeror has demonstrated experience but was poor performing with supporting metrics
- 5 points – Offeror has no experience or experience with no demonstrated or verifiable metrics
- 10 points – Offeror has experience and is high performing with supporting or verifiable metrics

The evaluation committee, for this RFP, will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores.

Offerors who receive a minimum of **425** Technical Criteria points will move on to the Cost Proposal stage.

Final Stage: Cost Proposal Evaluation

Pursuant to Utah Code Annotated (UCA) § 63G-6a-707(6), the cost proposal will be evaluated independently from the technical proposal; and as such, must be submitted separately from the technical proposal. Offerors must not include costs or pricing data in their responses to the Mandatory Minimum Requirements and the Technical Response.

Offeror must upload a completed market basket for each category that the vendor wishes to be considered for in the Questions section of this solicitation. If an offeror fails to upload a completed market basket, then its proposal will be considered non-responsive and the proposal will be rejected.

Failure to submit cost or pricing data separately will result in your proposal being judged as non-responsive and ineligible for contract award.

Offerors successful in the technical evaluation will advance to the Final Stage: Cost Proposal Evaluation. The Offeror with the lowest Cost Point Ratio will be awarded a contract. Any Offeror whose Cost Point Ratio is within 300% of the lowest Cost Point Ratio will also be awarded.

Total Cost will be computed by adding up the proposed cost for all the items in each market basket. The formula to compute the Cost Point Ratio is: Total Cost/Technical Points = Cost Point Ratio. This will be done for each category individually.

The State reserves the right to reject any Proposal if it determines that the Price Proposal is significantly unbalanced to the potential detriment of the State.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

4 ★ **Instructions To Vendor :**

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. See the Buyers Attachment section.

Prerequisite Content:

Protected Information

Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, an Offeror must complete the Claim of Business Confidentiality form, at the time the proposal is submitted, with the following information:

- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality form may be accessed at:
<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as "**PROTECTED**", "**CONFIDENTIAL**" or "**PROPRIETARY**".

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the evaluation committee. Materials submitted may be returned only at the State's option.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

5 ★ **Instructions To Vendor :**

Offeror may take exception and/or propose additional language to the Standard Terms and Conditions that have been attached to this RFP.

Prerequisite Content:

Standard Terms and Conditions (Exceptions and Negotiations)

Any contract resulting from this RFP will include, but not be limited to the Standard Terms and Conditions.

Exceptions and/or additions to the Standard Terms and Conditions are strongly discouraged. However, any requested exceptions and/or additions to the Standard Terms and Conditions must be submitted as an answer to the corresponding question in the Question Section of this solicitation. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Question and Answer period regarding the Standard Terms and Conditions.

The State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

For any proposed change(s), Offeror must provide the State of Utah's Standard Terms and Conditions for this solicitation in Microsoft Word format with redline edits. Additional terms or documents must be submitted in separate Microsoft Word documents. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatory required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State may reject a proposal if the offeror who submitted the proposal fails to sign a contract within 90 days after the contract award.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

6 ★ Instructions To Vendor :

The issuing procurement unit may not accept a proposal after the time for submission of a proposal has expired.

Prerequisite Content:

Closing Date

Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their bid. Then click the blue box labeled "Submit Response" in order to submit their bid.

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation. No faxes or hard copies will be accepted.

When submitting a proposal or modification to a proposal electronically, Offerors must allow sufficient time to complete the online forms and upload documents. This RFP will close at the closing time posted on SciQuest. If an Offeror is in the middle of uploading a proposal when the closing time arrives, SciQuest will stop the process and the proposal or modification to a proposal will not be accepted.

It is the Offeror's responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

Be aware that entering information and uploading documents onto SciQuest may take time. Offerors should not wait until the last minute to submit a proposal. Offerors are strongly encouraged to start the submission process early in order to allow sufficient time for completing their proposal. If an offeror is still working on its proposal when the solicitation closes then when the screen refreshes to the next page, it will receive a 500 Session Timed Out Application Error. After reopening the solicitation an offeror will see that the solicitation is closed and it will not be allowed to submit its proposal. As such, it is strongly recommended that proposals be uploaded and completed at least two days before any established deadline in the solicitation so that a proposal will not be received late and be ineligible for award consideration.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

7 ★ **Instructions To Vendor :**

Additional information regarding this solicitation.

Prerequisite Content:

Additional Information Regarding this Solicitation

Addenda

Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a proposal has been submitted, in case an addendum has been issued by the issuing procurement unit.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time. After the due date and time for submitting a proposal to this RFP, at the discretion of issuing procurement unit, addenda to this RFP may be limited to Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP.

Question and Answer Period

The Question and Answer period closes on date and time specified on SciQuest. All questions must be submitted through SciQuest during the Question and Answer period. Answers from the State will be posted on SciQuest. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on SciQuest. Offerors should periodically check SciQuest for answered questions and addenda before the closing date. It is the responsibility of the Offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

Property of the Division

All documents submitted by the Offeror in response to this RFP become the property of the Division and will not be returned to the Offeror, except for the protected records as described below. (Government Records Access and Management Act (GRAMA)).

Errors

If the Offeror identifies any mistake, error, or ambiguity in the RFP at any time during the procurement process, it is the duty of the Offeror to notify the Division of the recommended correction in writing.

Prohibited Activities

Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT for the State of Utah Division of Purchasing procurement officer overseeing this RFP.

If the Offeror or anyone representing the Offeror offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the State of Utah or any of its employees, agents or representatives at any time during this procurement process the Division will immediately disqualify the Offeror.

Late Proposals

The Division will not consider any late Proposals. Proposals received after the deadline for submittal of Proposals will be returned to the Offeror, unopened.

State Rights

The State may investigate the qualifications of any Offeror under consideration, may require confirmation of information furnished by an Offeror, and may require additional evidence of qualifications to perform the Work described in this RFP. The State reserves the right, in its sole and absolute discretion, to:

1. Reject any or all Proposals.
2. Issue a new RFP.
3. Cancel, modify, or withdraw the entire RFP.
4. Cancel the award of any Contract before execution without liability.
5. Issue Addenda, supplements, and modifications to the RFP.

6. Modify the RFP process (with appropriate notice to Proposers).
7. Appoint an Evaluation and Selection Committee and evaluation teams to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation.
8. Revise and modify, at any time before the Proposal Due Date, the factors it considers in evaluating Proposals and to otherwise revise or expand its evaluation methodology. The Division may extend the Proposal Due Date if such changes are deemed by the Division, in its sole discretion, to be material and substantive.
9. Hold meetings and/or exchange correspondence with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If individual informational meetings are held, the Division affords all Proposers an opportunity to participate in such meetings.
10. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
11. Waive weaknesses, discrepancies, informalities, omissions or minor irregularities in Proposals, and seek and receive clarifications to a Proposal.
12. Hold the Proposals under consideration for the duration of the Contract Award Period.
13. Refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 1. Default on the part of an Offeror under previous contracts with the State;
 2. Unsatisfactory performance of previous work by Offeror under previous contracts with the State;
 3. Debarment or suspension under Division or Federal regulations to the Offeror;
 4. Any other reason affecting the Proposer's ability to perform, or record of business integrity; and/or
 5. The Proposer is not otherwise qualified and eligible to receive an award of the Contract under applicable laws and regulations.

Disclaimers

This RFP does not commit the State to enter into a Contract, nor does it obligate the State to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

In no event is the State to be bound by, or liable for, any obligations with respect to the Work or the Project until such time (if at all) as the Contract, in form and substance satisfactory to the State, has been executed and authorized by the Division and approved by all required authorities.

Offerors are responsible to review Part 16 of the Utah Procurement Code and applicable rules to understand the State's protest process. Any protest not set forth in writing within the time limits specified in Part 16 is null and void and will not be considered.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

Proposal Revisions

During the clarification phase the State may enter into a discussion with the selected Offeror to determine final costs based on the final scope of work approved by the State and the vendor. During these discussions the selected Offeror's total price may not go higher than originally priced.

Equivalent Specification

Wherever in this RFP, an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, "or equivalent" apply; and invites the submission of equivalent products by the Offerors.

Samples

Offerors may be required to submit product samples to assist the chief procurement officer or head of a procurement unit with independent procurement authority in evaluating whether a procurement item meets the specifications and other requirements set forth in the request for proposals. Product samples must be furnished free of charge unless otherwise stated in the invitation for proposals, and if not destroyed by testing, will upon written request within any deadline stated in the invitation for proposals, be returned at the Offeror's expense. Samples must be labeled or otherwise identified as specified in the invitation for proposals by the procurement unit.

New Technology

Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

If the State of Utah Department of Technology Services is conducting this RFP then the Department of Technology Services has the authority to allow any and all State of Utah Executive Branch Agencies to participate in any contract resulting from this RFP in the event a procurement need arises. Allowing additional Executive Branch Agencies to participate in a contract resulting from this RFP will require a contract amendment and participation will be limited to the procurement items or scope of work identified in this RFP. All technology contract amendments will be issued in accordance with State of Utah Technology Governance Act § 63F-1-205, Utah Procurement Code, and Utah Administrative Rule R33-12-502.

Eligible Users

In addition to OMNIA Partners Participating Public Agencies outside the State, this contract will be for the benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government, i.e. State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.).

The following Eligible Users are allowed to use the awarded contract: State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.

Each Eligible User is considered an individual customer. Each Eligible User will be responsible to follow the terms and conditions of this RFP. Eligible Users will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The State is not responsible for any unpaid invoice.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

8 Instructions To Vendor :

If an Offeror is awarded a contract from this RFP then it is required to provide a quarterly administrative fee and report per the requirements listed below; this said quarterly administrative fee and report is only related to Utah agencies that utilize this Contract. In addition to the quarterly administrative fee and report, the successful Offeror will also be required to sign Attachment G (Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector), Exhibit B, OMNIA Partners Administration Agreement; the terms and conditions outlined in Attachment G related to Participating Public Agencies include those both within and outside of the State of Utah. Offerors should have any reviews required to sign the document prior to submitting a response as an Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement..

Prerequisite Content:

Contract Administrative Fee and Quarterly Usage Report

The intention of the below fee and quarterly report is to be limited to only Utah agencies; the following Contract Administrative Fee and Quarterly Report requirements will apply to the awarded contract:

Quarterly Administrative Fee: Offeror agrees to provide a quarterly administrative fee to the Division of Purchasing in the form of a check, EFT or online through the Division's Automated Vendor Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be 1% and will apply to all purchases (net of any returns, credits, or adjustments) made under the awarded contract.

Quarterly Utilization Report: Offeror agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The quarterly utilization report will show, at a minimum, the quantities and dollar volume of purchases by each: State of Utah Departments and Agencies, Cities, Counties, School Districts, Higher Education, Special Service Districts, and Other. The quarterly utilization report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

Report Schedule: The quarterly utilization report shall be made in accordance with the following schedule:

Period Ends: Reports Due:
March 31 April 30
June 30 July 31
September 30 October 31
December 31 January 31

Fee Payment: After the Division of Purchasing receives the quarterly utilization report, it will send the Offeror an invoice for the total quarterly administrative fee owed to the Division of Purchasing. Offeror shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or the quarterly utilization report is not received by the report due date, then the Offeror will be in material breach of the awarded contract.

Past Reports and Fees: The State reserves the right to not sign a contract resulting from this solicitation with a vendor that was awarded a previous contract that is not current on its administrative fee and administrative reports.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

Buyer Attachments

Terms and Conditions for Goods & Services	TCCoopGoodsServices-051319 (1)_UpdatedNH.docx	../Attachments/TCCoopGoodsServices-051319 (1)_UpdatedNH.docx
Description of Solicitation Process	Description of Solicitation Process.docx	../Attachments/Description of Solicitation Process.docx
Attachment B - Key Personnel Form	ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx	../Attachments/ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx
Attachment C - Price Proposal Sheet	ATTACHMENT+C+Price+Proposal.docx	../Attachments/ATTACHMENT+C+Price+Proposal.docx
Attachment D - Project Capability -	ATTACHMENT+D+Project+Capability+Submittal.docx	../Attachments/ATTACHMENT+D+Project+Capability+Submittal.docx
Attachment E - Marketing/Educational	MG20-81 - Attachment E.docx	../Attachments/MG20-81 - Attachment E.docx
Attachment F - Weekly Risk Reporting	ATTACHMENT+F+Weekly+Risk+Reporting+System+Guide.docx	../Attachments/ATTACHMENT+F+Weekly+Risk+Reporting+System+Guide.docx
Attachment F1 - WRR Template.xls	Attachment F1 - WRR Template.xlsx	../Attachments/Attachment F1 - WRR Template.xlsx
Attachment G - OMNIA Participation	MG20-81 - Attachment G - OMNIA Partners 11.13.19.docx	../Attachments/MG20-81 - Attachment G - OMNIA Partners 11.13.19.docx
Claim of Business Confidentiality	confidentialityclaimform (1).doc	../Attachments/confidentialityclaimform (1).doc
Changing your Time Zone	Changing Your Time Zone.pptx	../Attachments/Changing Your Time Zone.pptx
Examples of Attachment D	Examples for Attachment D.docx	../Attachments/Examples for Attachment D.docx
Draft Score Sheet	Draft Scoresheet Unlocked.xlsm	../Attachments/Draft Scoresheet Unlocked.xlsm

Questions

★ Vendor Response Is Required

Page 1

Group 1: Acceptance of Prerequisites

- 1.1 Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local? ★
Yes/No
- 1.2 Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov. ★
Yes/No
- 1.3 Offeror acknowledges that it has uploaded a document providing a point-by-point response to the following prerequisites: the mandatory minimum requirements prerequisite, the technical requirements prerequisite, and any other prerequisite that required a document to be uploaded. ★
Yes/No
- 1.4 In the event that an Offeror offers pricing discounts for educational entities that (1) are applicable to this solicitation and (2) result in lower pricing than what is generally offered to other governmental entities, please attach a separate cost proposal labeled "Educational Pricing" to your proposal. This cost proposal for Educational Pricing is to be submitted in addition to the original Cost Proposal Form and will only be available to authorized end users. The Educational Pricing will not be used to evaluate costs. Offeror acknowledges that it has read and understands this question. ★
Yes/No
- 1.5 Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its debarment or suspension. ★
Yes/No
- 1.6 Is Offeror an employee of the State of Utah? If yes, then Offeror must submit an external employment form signed by Offeror's manager at the State of Utah. ★
Yes/No
- 1.7 If awarded a State Cooperative Contract Offeror understands that its resulting contract may be terminated for convenience, without cause, if there is no reported spend for any one fiscal year of its contract. ★
Yes/No

Group 2: Vendor Information

- 2.1 Please provide your firm's legal company name. ★
Text (Multi-Line)
- 2.2 Please provide your federal tax identification number. (If the vendor is sole proprietor please do not provide your social security number.) ★
Text (Multi-Line)
- 2.3 Please provide your firm's contact information for the resulting contract, including the name, phone number, and email address of your firm's authorized representative. ★
Text (Multi-Line)
- 2.4 Please provide your ordering address and the remit to address. Please clearly identify each address. ★
Text (Multi-Line)

- 2.5 Please provide your firm's State of Utah Sales Tax ID Number. If you do not have a State of Utah Sales Tax ID Number, please write "N/A". ★
Text (Multi-Line)
- 2.6 Identify your firm's type of business. ★
Dropdown List (Pick One)
Partnership
Government
Sole Proprietor
Limited Liability Company
Not-for-Profit Corporation
For-Profit Corporation
- 2.7 Identify your company's Point of Contact for this solicitation, include the point of contact's phone number and email address. ★
Text (Multi-Line)
- 2.8 Is Offeror (owners, principles, partners) a retiree currently receiving benefits through the Utah Retirement Systems (URS)? ★
Yes/No

Group 3: Vendor's Submission

- 3.1 I have either attended the pre-proposal meeting or viewed the webinar of the pre-proposal meeting. ★
Yes/No
- 3.2 Upload your completed response for Attachment B: Key Personnel Proposal Form. ★
File Upload
- 3.3 Upload your response for Attachment D: Project Capability Submittal (LE, RA, VA) Checklist and Format. ★
File Upload
- 3.4 Upload your completed Attachment E here. ★
File Upload
- 3.5 If your firm is requesting parts of its proposal be protected please upload your Claim of Business Confidentiality Form here as well as your redacted proposal. ★
File Upload
- 3.6 Any exceptions to the Terms and Conditions must be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. If you have no exceptions, upload a document stating "None". ★
File Upload
- 3.7 Vendor understands and acknowledges that its response, including all uploaded documents, will not be considered received by the State of Utah unless the Vendor clicks submit.
Even if Vendor uploads all required documents and responds to all required questions its response will not be considered if it does not click submit.
Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their bid. Then click the blue box labeled "Submit Response" in order to submit their bid. ★
Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation.
Yes/No

- 3.8 Upload your response for Attachment G: Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector. If you do not wish to participate in the nationwide portion of this contract, upload a word doc stating so. ★
File Upload

Group 4: Award Categories

- 4.1 Do you want to be considered for the Education category and have you inputted cost data for all items in the Education market basket? ★
Yes/No
- 4.2 Do you want to be considered for the Information Technology (IT) category and have you inputted cost data for all items in the IT market basket? ★
Yes/No
- 4.3 Do you want to be considered for the Maintenance, Repair, and Operations (MRO) category and have you inputted cost data for all items in the MRO market basket? ★
Yes/No
- 4.4 Do you want to be considered for the Office category and have you inputted cost data for all items in the Office market basket? ★
Yes/No

Product Line Items

Group P1: Education Category Market Basket

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P1.1	Cleaner, Board, Dry Erase, 8 OZ Input the cost for one Cleaner, Board, Dry Erase, 8 OZ as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P1.2	Tape Input the cost for a pack of Tape, Eco, Magic, 3/4" x 900", 10 PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	TP - Ten Pack	-		-
P1.3	Crayon Input the cost for a box of Crayon, 3-5/8", Cryaola, 24/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	BX - Box	-		-
P1.4	Glue Input the cost for one Glue School, Elmers, 4 OZ as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P1.5	Eraser Input the cost for one Eraser, Magnetic, Dry Erase as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P1.6	Glue Stick Input the cost for a pack of Glue Stick, Classroom, 30/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	PK - Pack	-		-
P1.7	Calculator Input the cost for one Calculator, Graphing, TI84 Plus as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-

Group P2: Information Technology Category Market Basket

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P2.1	Wireless Mouse and Keyboard Input the cost for one Logitech MX800 Wireless Keyboard & Mouse as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P2.2	27 Inch Display Input the cost for one HP 27ER 27 Inch Display as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P2.3	Headset Input the cost for one Headset, CLRCHT, CMFRT, USB, LGTCH as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P2.4	Presenter Input the cost for one Presenter, Wireless, R400 as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P2.5	Headset Input the cost for one Headset, Ear Bud, BK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-

Group P3: Maintenance, Repair, Operations Market Basket

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P3.1	Battery Input the cost for a pack of Standard Battery, AA, Alkaline, 24/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	PK - Pack	-		-
P3.2	Caulk Input the cost for one Adhesive Caulk, 5.5 OZ, White as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P3.3	Electrical Tape Input the cost for one Electrical Tape, 7 mil, 3/4" x 66 ft., Blk as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P3.4	Safety Glasses Input the cost for one Safety Glasses, Clear, Uncoated as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	EA - Each	-		-
P3.5	Disposable Gloves Input the cost for one Disposable Gloves, Latex, L, Blue, 50/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	PK - Pack	-		-

Group P4: Office Category Market Basket

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P4.1	Manila File Folder Input the cost for one Manila File Folder, Letter Size, 50/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	BX - Box	-		-
P4.2	Highlighter Input the cost for one Highlighter, Assorted, 12/Pack as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	PK - Pack	-		-
P4.3	Copy Paper Input the cost for one ream of Copy Paper, 8.5" x 11", 20LB, White as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	RM - Ream	-		-
P4.4	Binder Clip Input the cost for one box of Clip, Binder, Small, 12/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	BX - Box	-		-
P4.5	Sticky Notes Input the cost for one pack of Note, Post-It, 1.5" X 2", Neon, 12/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.	1	PK - Pack	-		-

Pick List

City of Palmer - Council Chambers
The Chariot Group, Inc.

Modified: 9/17/2020
 Revision: 0

Model	Description	Part Number	QTY
BIAMP			
TESIRA FORTE AVB VT4	TesiraFORTE AVB VT4, 4X4 DSP with USB audio, 2-channel VoIP and POTS interface	TESIRAFORTE AVB VT4	1
TESIRA HD-1	Tesira HD-1, Tesira Tabletop Dialer	TESIRA HD-1	1
EXTRON			
DTP HDMI 4K 230 RX	60-1271-13, Extron DTP HDMI 230 Rx, HDMI Twisted Pair Extender Receiver	60-1271-13	4
DTP HDMI 4K 230 TX	60-1271-12, Extron DTP HDMI 230 Tx, HDMI Twisted Pair Extender Transmitter	60-1271-12	4
DXP 44 HD 4K PLUS	60-1493-21, Extron DXP 44 HD 4K PLUS, 4x4 HDMI with 2 Audio Outputs	60-1493-21	1
MBU 125	70-077-01, Extron MBU 125 1U, 1/2 & 1/4 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure.	70-077-01	4
SM 28	60-1309-02, SpeedMount two-way surface mount speaker with 8" woofer, pair - black	60-1309-02	2
SMK P SM 26/28	70-978-02, Pivot mount for SM 26 and SM 28 speaker, pair - black	70-978-02	2
SMP 111	60-1594-01, Single channel H.264 streaming media processor - 32 GB	60-1594-01	1
TLP PRO 1025T	60-1565-02, TLP Pro 1025T 10" Tabletop TouchLink Pro Touchpanel	60-1565-02	1
XTP PI 100	60-1233-01, XTP PI 100, Power injector for XTP and PRO control systems.	60-1233-01	1
MIDDLE ATLANTIC			
DWR-FK22	DWR-FK22, Fan Kit, DWR/SR 22"D	DWR-FK22	1
FC-4-1CA	FC-4-1CA, Thermostatic Fan Controller	FC-4-1CA	1
PD-920R	PD-920R, Rack mount power module 6 switched, 1 unswitched, 20Amp	PD-920R	1
RSH4S3R	RSH4S3R, Middle Atlantic 3 Space Textured Custom Rackshelf.	RSH4S3R	1
TD2	TD2, Middle Atlantic 2 Space (3.5") Rack Drawer, Black Textured Finish.	TD2	1
PANASONIC			
AW-HE38H WHITE	AW-HE38H HD Professional PTZ Camera, WHITE	AW-HE38HWPJ	2
FEC-40WM WHITE	FEC-40WMW, Compatible with AW-HE40 & AW-UE70 - FEC-40WMW (WHITE)	FEC-40WMW	2
POLY			
G7500 BASE UNIT	6230-86520-001, Poly G7500 Base Unit	6230-86520-001	1
PREMIER 1-YR G7500 BASE	4870-85860-160, Polycom Premier One Year, Poly G7500 4k Base Unit	4870-85860-160	1
SHURE			
MXC406/MS	MXC406/MS, Shure, Short Gooseneck Microphone with Mini-Shotgun for MXC, MXCW Conference Units	MXC406/MS	17
MXCW640	MXCW640, Shure, Wireless Conference Unit for Microflex Complete Wireless conference system. Configurable as Chairman, Delegate, Listener, or Ambient Microphone unit.	MXCW640	17
MXCWAPT	MXCWAPT, Shure, Access Point for Microflex Complete Wireless conference system. Controls up to 125 MXCW640 wireless conference units.	MXCWAPT	1
MXCWNCS	MXCWNCS, Shure, Networked Charging Station for SB930 rechargeable batteries used in MXCW640 Wireless Conference Unit.	MXCWNCS	2
SB930	SB930, Shure, Rechargeable Li-Ion Battery for MXCW640 Wireless Conference Unit	SB930	4

WILLIAMS SOUND

IR SY4	IR SY4, Williams Sound, Commercial-grade, medium-area infrared transmitter system. System includes: (1) IR T2 medium-area infrared transmitter, (5) IR RX20 two-channel stethoset infrared receivers, (1) CHG 520 Charger, (1) BKT 024 wall/ceiling mount, (1) IDP 008 ADA wall plaque and (1) TFP 057 pow	IR SY4	1
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Statement of Work

Proposal Number: 239405
Design and Installation of a Multimedia Presentation
and Video Conferencing System



Prepared By:

Dan Johnson
Senior Account Manager

The Chariot Group, Inc.
3120 Denali Street, Suite 1
Anchorage, AK 99503
(907) 222-5300

September 24, 2020

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SECTION 1: INTRODUCTION

1.1 Introduction

The following statement of work defines the scope of services that The Chariot Group, Inc., hereinafter referred to as the “Contractor,” will provide to City of Palmer, hereinafter referred to as the “Client.”

1.2 Purpose

The purpose of this project is to implement a multimedia presentation and video conferencing system in the Client’s Council Chambers at 231 Evergreen Avenue, Palmer, AK .

1.3 About This Document

This document is intended to ensure that the Contractor and the Client share a common and equal understanding of the end result that the Client intends for this project. The information contained herein will describe the project scope and specify or refer to other existing documents which may describe any hardware/software products to be included. Also included are services to be rendered by the Contractor, responsibilities and commitments of the Contractor, and responsibilities and commitments of the Client.

SECTION 2: SCOPE OF WORK

This section defines the materials to be provided and services to be performed for the proposed system.

2.1 Display System and Connectivity

The display system shall be comprised of five (5) Client-provided displays to be installed by others. Three (3) 60-inch displays shall be mounted on the Front Wall and two (2) 75-inch displays shall be mounted on the Rear Wall.

1. The Contractor shall provide input connectivity for the following AV sources:

a. Rack Location

- i. Two (2) HDMI Male – Poly G7500
- ii. One (1) HDMI Male – H.264 Encoder for Bosch DICENTIS Input
- iii. Two (2) HDMI Male – Panasonic Cameras
- iv. Two (2) HDMI Male – Recording Output
- v. One (1) HDMI Male – Content Output to Poly G7500
- vi. One (1) USB Male – Camera and Audio Output to Poly G7500
- vii. One (1) XLR Male – Williams Sound Assistive Listening

b. Clerk Location

- i. One (1) HDMI Male – Clerk PC

2. The Contractor shall provide for the adjustment, alignment, and functional testing of the system.

2.2 Audio System

Distributed Audio System

The Contractor shall provide the labor and materials necessary to install a distributed audio system in the Client's Council Chambers that shall be comprised of a power mixer/amp and four (4) surface mounted speakers.

Assisted Listening System

The Contractor shall provide the labor and materials necessary to install an IR-based assisted listening system. The system shall be comprised of one (1) Williams Sound IR T2 Medium-area Infrared Transmitter, five (5) Williams Sound IR RX20 Two-channel Stethoset infrared receivers, one (1) Williams Sound 5-bay receiver charger, one (1) Williams Sound BKT 024 IR receiver wall/ceiling mount, one (1) ADA IDP 008 ADA Wall Plaque, and one (1) Williams Sound Power Supply.

The Contractor shall install one (1) Williams Sound IR T2 IR transmitter within the Council Chambers to provide maximum possible IR pickup throughout the Council Chambers. The Contractor shall identify IR blind spots within the Chambers where an obstruction may block line of sight for the IR signal. No IR pickup shall be possible outside the chambers when the doors are closed.

The quantity of the receivers for the Council shall meet ADA occupancy for up to 125 people.

2.3 Acoustics

Sound masking and acoustic panels are available at an additional charge.

2.4 Conference System

Microphone System

The Contractor-provided Microphone System shall be comprised of fifteen (15) Bosch DICENTIS MMD2 multimedia discussion devices, fifteen (15) Bosch DICENTIS Short Microphones, one (1) Bosch DICENTIS Audio Powering Switch, one (1) Bosch DICENTIS Server software, one (1) Bosch DICENTIS Windows Server, one (1) Bosch DICENTIS Meeting Prep & Management software, one (1) Bosch DICENTIS Camera Control Software, one (1) Bosch DICENTIS Media Sharing Software, and one (1) Extron H.264 Streaming Media Encoder.



Sample Bosch Multimedia Discussion Device

The Contractor shall provide the labor and materials necessary to install and configure ten (10) Bosch DICENTIS MMD2 multimedia discussion devices and ten (10) Bosch DICENTIS short stem microphones at the Dais. Two (2) Devices shall be configured to support Chairman override functionality, The City Clerk and The Mayor. Eight (8) Devices shall be configured as delegate microphones.

The Contractor shall provide the labor and materials necessary to install and configure one (1) Bosch DICENTIS MMD2 multimedia discussion device at the Presenter's table. This device shall be configured for push to talk functionality. Push to talk on this microphone shall ensure the active camera switches to this view.

The Contractor shall provide the labor to configure four (4) Bosch DICENTIS MMD2 multimedia discussion devices as backup or overflow devices. These devices can be configured as delegate or listen only devices per the need by the City.

The Contractor shall provide the labor and materials necessary to install and configure fourteen (14) Bosch DICENTIS MMD2 multimedia display devices to display Camera, Zoom, and or Presentation content on the MMD2 screens using the Bosch DICENTIS Media Sharing Software.

The Contractor shall provide the labor and materials necessary to install and configure one (1) Extron SME 211 H.264 streaming media encoder to send a multimedia stream Bosch DICENTIS Media Sharing Software.

The Contractor shall provide the labor necessary to configure the DICENTIS Meeting and prep software too allow for Voting, Polling, or posting an agenda on the Bosch MMD2 discussion devices.

Camera System

The camera system shall be comprised of one (1) Panasonic AW-HE38 pan-tilt-zoom cameras and one (1) Panasonic AW-UE100 pan-tilt-zoom wide angle cameras.

The Contractor shall provide the labor and materials necessary to install one (1) Panasonic AW-UE100 camera to provide camera coverage for the Dais. This camera shall be the primary view for any video/web conferencing meetings.

The Contractor shall provide the labor and materials necessary to install one (1) Panasonic AW-HE38 camera to provide camera coverage of the Presenter's table. The system shall be configured so that an active button press of the Bosch Microphone shall switch to this camera view.



Sample Panasonic AW-UE100 Camera

The Contractor shall provide the labor necessary to configure the camera system and the Bosch DICENTIS camera control software to allow for intelligent camera switching.

DSP and Telephone

The Contractor shall provide the labor and materials necessary to configure one (1) Biamp TesiraForte VT digital signal processor to provide echo cancellation and mixing between all audio sources. The TesiraForte shall be capable of supporting Analog Pots or VoIP phone interfaces.

Video Conference System

The Contractor shall provide the labor to install one (1) Poly G7500 native Zoom Room. The Poly G7500 shall be configured to support the camera system and audio system mentioned above to support Zoom connectivity during council meetings.

Recording

The Contractor shall provide the labor and materials to provide an audio and video feed to one (1) Contractor-provided Extron SMP Recorder.

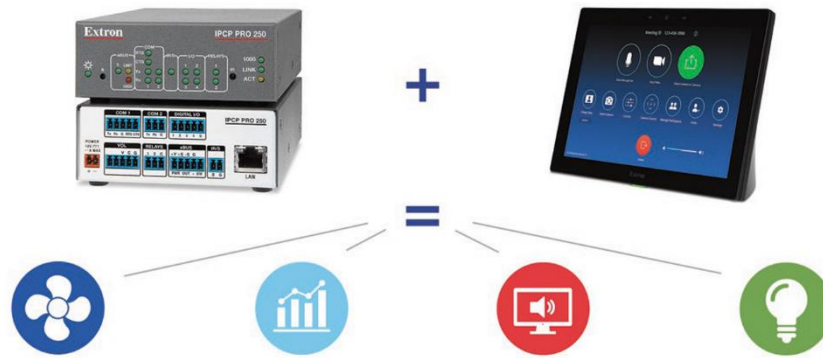
2.5 Lighting and Lighting Control

None specified

2.6 Control System

The Control System shall be comprised of one (1) Extron 12-inch touch panel and one (1) Extron IPCP Pro 555 Control Processor. The Control System shall provide the following features and functionality:

1. Single Point of Control at the Clerk's Station
 - a. One (1) TLP Pro series 12-inch Tabletop touch panel.
2. The Control System shall control the following items:
 - a. Display Input Selection
 - b. Matrix Switching
 - c. Bosch MMD2 source selection (Zoom, Cameras, Presentation)
 - d. System Power
 - e. Audio Level Control and Mute for all outputs and source audio
 - f. Source Device Control
 - i. Audio Conferencing – Number Input, Dial, Hang up, Mic Mute
 - ii. Video Conferencing – Number Input, Dial, Hang up, Mic Mute, Camera Control/Selection.*



*The Contractor shall use Extron's API for Zoom Rooms to provide Zoom dialing function from the Poly G7500 mentioned in the Conference System.

2.7 Facility Services

Facility-related design and CAD services such as wall elevations, cable pathways, and layouts are not included in this proposal unless specifically identified as a provided service. These services are available upon request for an additional charge.

2.8 Additional Components

The Contractor shall provide the labor and materials necessary to install an audiovisual equipment rack in a Client-provided location. The following equipment shall be installed in the equipment rack:

1. Biamp TesiraFORTE
2. Extron DXP matrix switcher
3. POE+ Switch
4. Extron Control Processor

The Contractor shall provide the labor and materials necessary to install the Extron Recorder at the Clerk's location for easy access.

2.9 Training

End user training shall consist of one (1) one-hour session to be completed within thirty (30) days of the final acceptance of the system at the Client's location.

SECTION 3: EXCLUSIONS

The following items are not considered to be within the scope of work of the Contractor under this agreement.

- 3.1 Any additional audiovisual components other than those noted in Section 2 of this agreement.
- 3.2 Computers and mobile computing devices.
- 3.3 Construction and painting.
- 3.4 Network, telephone, and cable television connectivity.
- 3.5 Network quality of service.
- 3.6 Alteration of existing floor, wall, or ceiling structure.
- 3.7 Line voltage electrical supply requirements.
- 3.8 Installation time and materials related to any additional equipment not included in this statement of work that is needed to accommodate the Client's requirements.
- 3.9 The removal or incorporation of preexisting equipment unless otherwise specified in this document. If any preexisting or other Owner-Furnished Equipment (OFE) is specified, the Contractor is not responsible if equipment is defective or fails during the performance of agreed-upon services. Any additional time required for troubleshooting, manufacturer support, and handling of returned or exchanged equipment will be billed to the Client. In addition, the Contractor is not responsible for project delays that result from OFE failure. Project delays that require complete work stoppage by the Contractor for an unknown period of time may result in request for Client payment for services rendered to date.

SECTION 4: SCHEDULE

The proposed schedule below is based on all work being completed during regular work hours, Monday through Friday, 7:00 a.m. to 6:00 p.m. Unless agreed in advance, work completed outside of regular work hours will be billed at the current overtime rate. All project schedules are subject to change based on the Contractor's current obligations in place upon receipt of the Client's purchase order. The following proposal schedule represents a typical timeline expected for the work outlined in this proposal when there are no conflicting obligations.

This proposal contains custom design elements which may have long lead times for construction and/or manufacturing that can affect the proposed schedule. Actual delivery dates may fluctuate due to contracted work by others whose schedules are beyond the control of the Contractor or due to other foreseen or unforeseen circumstances that might arise. Every reasonable means to adhere to a proposed schedule and to communicate with the Client regarding changes or delays in a proposed schedule will be pursued by the Contractor once a purchase order has been received and a proposed schedule has been established and confirmed in writing by all parties.

Proposed Schedule

D-Day	Contractor receipt of purchase order from Client
D+2	Placement of orders for required materials

D+10 to D+45	Arrival of materials in shop and on site
D+45 to D+75	Shop assembly of AV system components
D+76 to D+89	Begin on-site installation
D+90	Final inspection and acceptance signoff

SECTION 5: WARRANTY AND SERVICE

5.1 Manufacturer's Equipment Warranty

All Contractor-provided equipment shall be warranted as specified by the pertinent product manufacturer. Product repair, replacement, and related shipping charges will be handled in accordance with the product manufacturer's written warranty. However, there shall be no warranty by the Contractor, express or implied, with respect to any Contractor-provided equipment, and the Client agrees to look solely to the pertinent manufacturer with respect to any such warranties. Without limiting the foregoing, the Contractor makes no warranty of merchantability or fitness for any use with respect to any Contractor-provided equipment.

5.2 Labor and Programming Service

In the event of a Contractor-provided equipment or programming failure, the Contractor shall provide the labor and programming service to correct the issue at no charge to the Client for up to ninety (90) days from the invoice date. On-site labor service applies to the Anchorage and Wasatch Front areas only. For other locations, the Contractor shall provide the on-site labor to repair, or remove and re-install, the failed component at a reduced rate of \$65 per hour. The Client shall also be responsible for all travel, meal, and lodging expenses.

Upgrade Option: One-Year or Three-Year Service Maintenance Agreement: For an additional cost, as outlined in Section 8.2 of this agreement, the Client can upgrade to a one-year or three-year service maintenance agreement.

5.3 Exclusions

The Contractor's programming service and labor service as set forth above exclude damage related to the Client's improper use and/or handling of the equipment. Damage related to fire, faulty power, environmental causes, and vandalism is not covered. Loss or stolen equipment is also not covered under this agreement.

5.4 Billable Service and Support

Labor and other service that does not fall under the scope of this agreement is billable according to the rates and terms in Appendix A.

SECTION 6: CLIENT RESPONSIBILITIES

This section details those areas where the Client will bear responsibility to help promote the efficiency of this engagement and to assist in ensuring that it remains in line with the quoted cost.

- 6.1** The Client is responsible for providing electrical power for all devices. The same phase leg from the facility power distribution box shall power all AV components that are interconnected. All components shall be connected to a common earth ground. Power to the display device(s) shall be single-phase 120VAC from an independent 20A feed from the main distribution box. No lighting or lighting control devices are to be fed by any of the AV circuits. The Contractor shall provide the Client with electrical plan requirements drawings prior to installation so that the Client's electrician can complete electrical system modifications as required.
- 6.2** The Client is responsible for relocating light fixtures, HVAC, and fire suppression equipment if required.
- 6.3** The Client is responsible for removing existing chalk boards, dry erase boards, and any other fixtures that may obstruct the mounting of any display, if required.
- 6.4** The Client is responsible for ensuring that any Client-provided equipment included in this project be in the proper working order necessary for the Contractor to fulfill its obligations under this agreement. Any downtime, troubleshooting, repair and/or replacement product resulting in additional cost to the Contractor will be billed as a change order at the Contractor's stated rates. This agreement serves as the Client's payment guarantee for such costs.
- 6.5** The Client is responsible for providing access to all pertinent areas for the Contractor's work to be performed during agreed-upon working hours and free from restrictions that may cost the Contractor downtime in their work. Any downtime resulting in additional cost to the Contractor will be billed as a change order in an amount equal to such additional cost. This agreement serves as the Client's payment guarantee for such costs.
- 6.6** The Client is responsible for providing a safe, clean, and unencumbered working environment free from any known hazardous materials.
- 6.7** The Client shall appoint a responsible individual who will serve as the primary point of contact for the Contractor. This contact shall have the authority to approve changes and to accept completed work.
- 6.8** The Contractor will make two attempts to obtain the Client's signature as sign-off on completion of the system. Where applicable, the Contractor will make every reasonable effort to coordinate with the Client's IT and other departments for final testing of the system before requesting sign-off paperwork. If final testing cannot be completed due to Client unavailability within a reasonable timeframe, the Contractor shall request project signoff.

If the Contractor does not receive a signature response to the second signoff attempt, The Client agrees to constructive receipt of the system within 14 business days unless written notification of any issues with the system has been received by the Contractor.

SECTION 7: OTHER TERMS AND CONDITIONS

This section details additional terms and conditions that apply to this contract.

- 7.1** The Contractor shall, to the extent reasonably possible, ensure that there are no material defects in either the audio or video signal quality and, to the extent that the Contractor has control over the physical and electrical conditions that affect the quality of signal, exercise reasonable efforts to correct such conditions to bring the signal to a reasonably acceptable level and quality.
- 7.2** The Contractor is not responsible for correcting improper facility electrical conditions (dirty power) that may contribute negatively to audio or video reproduction quality nor shall the Contractor be responsible for any damage to the equipment caused by the Client or any of their other contractors. The Contractor may, at an additional cost, troubleshoot and recommend problems with audio or video signal quality due to facility wiring issues. These recommended modifications may be in the form of facility electrical wiring modifications or the addition of ground isolation devices.
- 7.3** All material provided by the Contractor shall be as specified herein. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from written specifications involving extra costs shall be executed upon a written change order signed by both the Contractor and the Client, and shall be subject to an additional cost over and above the stated cost set forth in this document. All agreements and schedules are subject to change based on strikes, weather delays, accidents, or any other delays beyond the Contractor's control.
- 7.4** During the term of this agreement, and for twelve (12) months from the termination of this agreement, the Client shall not, either on his or her own account, via agents or other representatives of the Client, or for any person, firm, partnership, corporation, or other entity (a) solicit or endeavor to cause any employee of the Contractor to leave his or her employment, or (b) induce or attempt to induce any such employee to breach her or his employment agreement with the Contractor.

SECTION 8: TERMS, PRICE STATEMENT, AND ACCEPTANCE

8.1 Terms

This proposal is valid for a period of thirty (30) days from the date of issuance.

Custom-built items may not be returned for credit or replacement without paying the Contractor the cost incurred by the Contractor in manufacturing, assembling, returning, or replacing such items.

The order of equipment and commencement of labor is dependent upon receipt of purchase order. Any amendment requested or required subsequent to receipt of purchase order shall be accomplished by means of a written change order upon approval by both parties.

FOB: Palmer

Terms: Net 30 (on approved credit - from date of invoice)

Unpaid balance is subject to interest at the greater of 1.5% per month or the maximum rate of interest otherwise permitted by local and state law.

Billing Schedule: 50% of total invoiced at time of order
25% of total invoiced upon shipment of equipment
25% of total invoiced upon project completion and signoff*

Equipment shipped to and staged at the Contractor's location for the benefit of the Client will be considered received by the Client for invoicing purposes. Equipment will be available for Client inspection Monday through Friday, 8:00 a.m. to 5:00 p.m., with advance notice of at least 24 hours.

The Contractor will make two attempts to obtain the Client's signature as sign-off on completion of the system. Where applicable, the Contractor will make every reasonable effort to coordinate with the Client's IT and other departments for final testing of the system before requesting sign-off paperwork. If final testing cannot be completed due to Client unavailability within a reasonable timeframe, the Contractor shall request project signoff.

If the Contractor does not receive a signature response to the second signoff attempt, The Client agrees to constructive receipt of the system within 14 business days unless written notification of any issues with the system has been received by the Contractor.

Remit Address: The Chariot Group, Inc. | 3120 Denali Street, Suite 1 | Anchorage, AK 99503

Billing Contact: Accounts Receivable | ar@chariotgroup.com | (907) 222-5300

Corporate Officers: Rick Thomas, President
Denise Thomas, Chief Financial Officer

Contractor License #s: Alaska: 30786 | Oregon 179002 | Washington CC01 CHARICG903KQ

8.2 Price Statement and Acceptance

Option 1: Project with Three-Year Service Agreement	
Project Price (as outlined in Section 2)	\$109,497.00
Three-Year Service Agreement Upgrade	\$ 25,184.00
Total Proposal Price	\$134,681.00

Option 2: Project with One-Year Service Agreement	
Project Price (as outlined in Section 2)	\$109,497.00
One-Year Service Agreement Upgrade	\$ 5,475.00
Total Proposal Price	\$114,972.00

Please check and initial *one* of the options below. By accepting a service agreement upgrade, the Client approves of the Total Proposal Price listed above for that option. By declining the service agreement upgrade, the Client approves of the Project Price only.

- The Client hereby accepts the **three-year** service agreement upgrade (Option 1 above).

Initials

- The Client hereby accepts the **one-year** service agreement upgrade (Option 2 above).

Initials

- The Client hereby **declines** any service agreement upgrade. The Client understands that once the initial warranty period expires as outlined in Section 4, any service or maintenance required for this system will be billed according to current service rates (see Appendix A).

Initials

Client and Contractor Signatures

The Contractor and the Client accept all of the obligations in this proposal and affirm the equipment to be provided and labor to be performed as listed in Section 2 of this document for the price provided on this page.

ACCEPTED BY:
City of Palmer

ACCEPTED FOR:
The Chariot Group, Inc.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX A: SERVICE RATES AND TERMS

On-site service and telephone support will be billed according to the rates and terms listed below when the system and/or equipment is not covered under warranty or service as set forth in Section 5 of this document or under a service agreement.

A.1 Current Service Rates*

Service Type	Rate
Installation	\$125 per hour
Service Call	\$125 per hour
Programming and Design	\$165 per hour
Consulting	\$195 per hour
Telephone Support	\$72 per hour

* Rates are subject to change without notice.

A.2 Billing Terms

- a. For each service call, a minimum of two hours for on-site service and thirty (30) minutes for telephone support is billed. Time is billed in 15-minute increments after the minimum is met. If a single service call includes both on-site service and telephone support, all time will be billed at the on-site service rate.
- b. Billable time for on-site service begins when the technician leaves the Contractor's office location and ends when the technician leaves the jobsite. If prep time at the Contractor's office location is specific to that particular service call – as with obtaining equipment from inventory, downloading controller code and touch panel files, researching equipment specifications, and/or consulting with a product manufacturer – this time will be added to the total billable time.
- c. If the installed system is located in Girdwood, Palmer, or Wasilla, a service area fee of \$35 will be added for each service call where on-site service is completed. For systems located outside Anchorage and the other areas listed in this section, the Service Center will prepare a custom quote for the Client to accommodate travel time and costs.

A.3 Contact Information

If you have any questions, or need to request service for your system, please contact our Service Center.

Service Center
support@chariotgroup.com
(907) 222-5300

**City of Palmer
Action Memorandum No. 20-072**

Subject: Authorizing the City Manager to Negotiate and Execute a Three-Year Contract with First National Bank Alaska to Provide Banking Services

Agenda of: October 13, 2020

Council Action: **Approved** **Amended:** _____
 Defeated


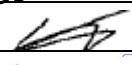

Originator Information:

Originator: Gina Davis, Finance Director

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **Variable dependent on fees and balance**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-01-10-6029
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Banking Services RFP 20-01F

Summary Statement/Background: Pursuant to Section 3.21.170 of the City Code, a Request for Proposals for banking services was issued on August 23, 2020. The proposal required banking institutions to provide working bank depository and related banking services.

The City received two responses by the admission deadline of September 15, 2020 at 10:00 A.M. The respondents were First National Bank Alaska (current banking service provider) and Wells Fargo Bank N.A. The City's current banking services contract expires on October 31, 2020.

The evaluation committee consisted of the City Manager, Finance Director and Finance Manager. The evaluation was based on the ability to provide the type and quality of services requested in the proposal, prior experience serving local governments, cost of banking services, and required compensating balance, investment earning rate and the closing time of transactions. Also, per Palmer Municipal Code 3.34, the City required collateralization by a third-party custodian evidenced by safekeeping receipts and statements.

Both banking institutions are authorized to do business in Alaska. Each banking institution has locations within the City of Palmer and accept deposits on a daily basis. They also had experience serving local governments and providing third party collateralization.

The determining factors came down to the cost of banking services and the required compensating balance. A proposal quotation form was provided in the RFP of current monthly banking transactions with each banking institution providing monthly cost with corresponding compensating balance requirements. The total monthly cost and the total compensating balance per banking institution are shown below.

<u>Banking Institution</u>	<u>Monthly Banking Services</u>	<u>Compensating Balance</u>
First National Bank Alaska	\$715.88	\$2,817,335
Wells Fargo Bank, N.A.	\$906.39	\$4,350,671

The City of Palmer had an average balance of \$2,106,988 a month for the first five months of 2020. This balance varies throughout the year. In the best interest of the City, the evaluation committee recommends authorizing the City Manager to renew the banking services contract with First National Bank Alaska for another three years.

Administration's Recommendation:

To approve Action Memorandum No. 20-072

City of Palmer

REQUEST FOR PROPOSAL

FOR

**Banking Services
20-01F**

November 2020

**CITY OF PALMER
231 W. EVERGREEN AVENUE
PALMER, AK 99645**

Request for proposal issued August 23, 2020

Due Date for proposal 09/15/2020 @ 10:00 A.M.

I. Introduction

The City of Palmer has a banking services agreement that expires on October 31, 2020. We are requesting bids from banking institutions to provide a working bank depository and related banking services for the City of Palmer for a period of thirty-six (36) months, commencing November 1, 2020. There may be an option for a mutual extension of the agreement for an additional two years. The City of Palmer and the successful Bidder will enter into a banking services contract. The successful Bidder will be held to the terms of the written contract for a three (3) year period. Changes will require mutual consent in writing.

II. Bid Due Date

Three (3) copies of each sealed bid are to be received by the City of Palmer - Finance no later than 10:00 A.M., September 15, 2020, at City of Palmer, City Hall, 231 W. Evergreen Ave., Palmer, AK 99645. The bids must be sent to the attention of Gina Davis, Finance Director. The bids shall be reviewed by the Evaluation Committee. The recommendation of the Committee will be presented to the City of Palmer Council for final action.

Sealed bids shall be clearly marked “Banking Services Bid – RFP 20-01F”

III. Acceptance/Rejection

The City of Palmer reserves the right to accept or reject any or all bids.

IV. Questions Concerning the Bid

Any questions concerning the bid or the specifications should be directed to the following person:

Gina Davis
Finance Director
231 W. Evergreen Ave.
Palmer, AK 99645
(907) 761-1314
gdavis@palmerak.org

V. Minimum Bank Qualifications

The minimum requirements for the bank to be considered include the following:

- A. The banking corporation must be authorized to do business in Alaska;
- B. The bank must have an institution in the City of Palmer to accept deposits on a daily basis;
- C. The bank must comply with all federal, state, and local laws;
- D. The bank must provide collateral on all deposits; and
- E. The bank must provide online banking services.

VI. Evaluation Committee

- A. The Evaluation Committee shall be made up of three (3) individuals, consisting of the Finance Director, the Finance Manager and one other representative. The Evaluation Committee shall evaluate all bid proposals and recommend to the Palmer City Council the Bidder who provides the highest quality of service at the best cost.
- B. The Evaluation Committee shall evaluate all written bid proposals and shall interview Bidder(s) if deemed necessary. The City of Palmer will select the Bidder who provides the highest quality service at the best cost. The City of Palmer shall be the sole judge of its own best interests and its decision shall be final.
- C. The evaluation will be based on the following considerations, but not limited to:
 - 1. Ability to provide the type and quality of services requested in the proposal.
 - 2. Prior experience serving local governments.
 - 3. Cost of banking services.
 - 4. Required compensating balance.
 - 5. Investment earning rate.
 - 6. Transaction closing time.

VII. Conflict of Interest

The award hereunder is subjected to the provision of State Statutes and City Ordinances. The Bidder, by affixing his/her signature to the Proposal Form, declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion, or fraud. By signing the Proposal, the Bidder further declares that no City Council Member, other City officer, or City employee directly or indirectly owns more than ten percent (10%) or \$5,000 of the total assets or stock of the Bidder entity, nor will directly or indirectly benefit from this contract.

VIII. Bidder's Responsibility

Each Bidder is required to carefully examine the Proposal specifications and to completely familiarize himself or herself with all the terms and conditions that are contained within this document prior to submitting a proposal. Ignorance on the part of the Bidder will in no way relieve him or her of any of the obligations and responsibilities, which are a part of this Proposal.

IX. Public Records Law

In compliance with the Alaska Public Records law, all proposal documents or other material submitted by the Bidder in response to this request shall, upon proposal opening, be available for public inspection.

X. Addenda

Addenda issued by the City prior to the proposal opening shall be binding as if written into the Scope of Services. Bidder will acknowledge receipt of the same.

XI. Description of Current System

The City currently has one deposit account into which all City funds are deposited. Funds are transferred from the deposit account to a separate checking account to pay City obligations. Funds in excess of the compensating balance are transferred from the deposit account to a savings account. The City had an average balance of \$2,106,987.72 a month with our current banking institution through the first five (5) months of 2020. There is no guarantee the City will maintain a specific minimum balance in its bank accounts.

Deposits are made on a daily basis, five days a week. Deposits are made by 3:00 p.m. each business day. The volume of monies deposited is heaviest third quarter when the majority of the first-half taxes are received, and the majority of state revenues are

received. The City receives federal, state and borough deposits through ACH payments. Disbursement checks are generated via payroll and accounts payable. The average number of general account checks issued per month is 270. The average number of payroll account checks issued per month is 50, as the majority of employees (approximately 165) have their payroll deposited via ACH.

The City of Palmer requires wire transfers occasionally as well as stop payments. In addition, the City utilizes online banking services to view balances, make transfers, and view images of paid checks and print bank statements. The City also maintains credit cards through our current bank.

XII. Narrative Requirements

The following items should be addressed in narrative form in the bid:

- A. When is your daily business transaction deadline?
- B. Describe how you would maximize investment earnings for the City of Palmer? You may recommend a different account structure if relevant. Use a separate sheet if necessary.
- C. What is your interest rate as of July 1, 2020 on the type of savings account that you would recommend the City of Palmer have if your bank were the successful Bidder?
- D. A brief statement addressing your previous municipal or government experience.
- E. A general narrative of how your institution is equipped to provide the services required by the City of Palmer.
- F. Your institution's view on collateralization. For example: The City of Palmer will require a collateral pledge (in addition to FDIC insurance) of at least \$1,000,000 to cover possible maximum balances in our deposit account. Is this a problem for you?
- G. Within how many working days will the bank statements be received after the last day of the month?
- H. Does your bank provide online banking services? If so, please describe the type of reporting and transactions available online. Also, what training is available for your on-line services?
- I. Does your bank provide credit cards? If so, please indicate your interest rate and what benefit(s) your credit cards would provide to the City.

- J. Please describe the financial strength of your bank. Please indicate your capital ratios, asset quality, earnings, liquidity, and sensitivity to market risk. Also, include information on your rating information from a recognized bank rating agency (e.g. Veribanc, Highline, etc.).
- K. Please indicate who would be your account representative for the City of Palmer and the back-up staff person including bios and experience with local government.
- L. Please describe the bank's dispute resolution and customer service/feedback process?
- M. What would be the transition plan approach and timeline defining implementation periods and defined responsibilities if your bank is the successful Bidder?

XIII. Required Attachments

The following items should be attached to the bid:

- A. A sample format or actual monthly "Account Analysis Statement" for the accounts;
- B. A copy of your two most recent annual financial statements including an audit opinion, balance sheet and income statement;
- C. References including at least two comparable public entities; and
- D. The completed Proposal Quotation Form.

CITY OF PALMER, ALASKA
 PROPOSAL QUOTATION FORM
 FOR BANKING SERVICES

REQUIRED SERVICES	City's Estimated Monthly Volume	Unit Cost	Monthly Cost	Compensating Balance Required
Account Maintenance (# Accts)	3			
Checks Paid	270			
On Us Items Deposits	215			
Debits Posted	283			
Credits Posted	56			
Return Items	2			
Transit Items Deposited	1193			
Cash Deposited	545.37			
FDIC Insurance Premium	22492			
Stop Payment Fee	1			
ACH Addenda	1			
EDI Monthly Payment	1			
ACH Maintenance	302			
Check Image Statement	2			
Safekeeping Fee	1			
<u>OTHER CHARGES</u> (Describe)				
TOTALS: REQUIRED SERVICES				

NOTE: The City of Palmer does not guarantee any specific quantity of services or supplies will be utilized. The services listed above are illustrative of the current bank charges. Your bank may have different items or methods to charge fees. Please bid according to your current fee structure. The fees listed should remain the same throughout the term of the banking services contract unless changes are mutually agreed to by the City of Palmer and the bank.

Printed Name: _____ Date: _____

Signature: _____

**City of Palmer
Action Memorandum No. 20-073**

Subject: Amending Action Memorandum No. 20-065 Authorizing the City Manager to Purchase the Fire Department Fit Testing Unit Using Cares Act Funds

Agenda of: October 13, 2020

Council Action: **Approved** **Amended:** _____
 Defeated


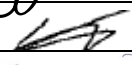

Originator Information:

Originator: Todd Russell, Assistant Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	 _____	_____
City Attorney	 _____	_____
City Clerk	 _____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **16,685.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>16,685.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>56-01-10-6510 City COVID-19 Resiliency & Recovery \$16,685.00</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature:  _____

Attachment(s):

- Action Memorandum No. 20-065

Summary Statement/Background:

When Action Memorandum No. 20-065 was approved, there was an inadvertent oversight as to which funds were to be used in the purchase of the Portacount fit testing machine. Staff is requesting the Council's consideration in using CARES Funding to complete this purchase.

Administration's Recommendation:

To approve Action Memorandum No. 20-073 Amending Action Memorandum No. 20-065 Authorizing the City Manager to Purchase the Fire Department Fit Testing Unit Using Cares Act Funds.

**City of Palmer
Action Memorandum No. 20-065**

Subject: Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, a Combination SCBA and N95 Fit Testing Unit for Palmer Fire and Rescue from TSI in the Amount Not to Exceed \$16,685.00

Agenda of: Sept 22, 2020

Council Action: **Approved** **Amended:** _____
 Defeated



Originator Information:

Originator: Todd Russell, Acting Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	<u></u>	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **16,685.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ **16,685.00**
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-13-10-6053
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Quote for TSI 8048 PortaCount Unit
- Letter of Sole Source for TSI

Summary Statement/Background:

Palmer Fire & Rescue is required per NFPA standards and OSHA to annually perform mask fit tests on fire dept personnel. The testing helps to determine which size of SCBA mask each firefighter uses. With COVID-19 and other possible airborne illnesses, we have started conducting N95 fit testing and relied on help from neighboring depts to complete it in 2020. With a new fit testing machine that can do both fit tests, we will not have to schedule with another department and complete all fit testing in-house. The dept may also be able to fit test all city personnel for N95 masks.

The Fire & Rescue Department proposes to purchase the 8048 PortaCount including needed adapters for SCBA and N95 fit testing. The TSI purchase will total \$16,685.00.

Administration's Recommendation:

To approve Action Memorandum No. 20-065 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, a combination SCBA and N95 fit testing unit for Palmer Fire and Rescue from TSI in the amount not to exceed \$16,685.00



500 Cardigan Road
 Shoreview, MN 55126
 USA
 EIN 41-0843524

Tel:(800)680-1220
 Fax:(651)490-3824
 Web:www.TSI.com
 Email:answers@TSI.com

Quotation

Quote Contact
Bill-To-Party
City of Palmer Fire & Rescue 645 E Cope Industrial Way Palmer AK 99645-6748
Ship-To-Party
City of Palmer Fire & Rescue 645 E Cope Industrial Way PALMER AK 99645-6748

Make PO Out To: TSI Inc.	
Quotation Number	20182286
Quotation Date	09/02/2020
Customer No	517785
Cust. Ref.	
Incoterms	2010 CPT: Prepay & Add Consignee's Premises
Payment Term	Net 30 days
Valid To	10/02/2020
Currency	USD
Method of Payment	PO, Visa, Amex, Mastercard
Reference Quote number when submitting PO	

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T-B2B5 PortaCount 8048-T w/ Tablet & 5Y Ext Wty PortaCount 8048 Respirator Fit Tester, Microsoft® Surface Go® Tablet, WiFi USB Adapter, USB C-C Cable, 5Y QG B2B Warranty NOTE: Unit price includes the upfront \$1500.00 trade in discount for your 8030 unit. Please provide the 8030 serial number on your order. There's an additional \$500.00 discount. Customer Discnt Amnt	1.00 EA	18,080.00	18,080.00
2	8025-34 Mask Sample Adaptor Kit, MSA G1 Mask FIT TEST ADAPTOR KIT FOR MSA G1 FULLFACE MASK	1.00 EA	315.00	315.00
3	8025-N95R Fit Test Probe Refill Kit for 8025-N95 Refill Kit for 8025-N95 Sampling Probe Kit For fit testing disposable filtering-facepiece respirators. Includes: 500 Probes, 500 Push Nuts (no tools).	2.00 EA	145.00	290.00
Sub Total				16,685.00
Total Amount				16,685.00

*Delivery: Est. Shipping 2 weeks ARO, Subject to Prior Order.
 **Freight Terms: Prepay and Add
 ***TSI accepts payment by purchase order, Visa, MasterCard and American Express.
 ****If you wish to place an order, please fax your order to TSI Incorporated to 651-490-3824 or email it to orders@tsi.com. Please make your purchase order payable to "TSI Incorporated".
 *****If your organization is tax exempt, please send a copy of your certificate along with your order

Please contact me with any questions:



500 Cardigan Road
 Shoreview, MN 55126
 USA
 EIN 41-0843524

Tel:(800)680-1220
 Fax:(651)490-3824
 Web:www.TSI.com
 Email:answers@TSI.com

Quotation

Bill-To-Party
City of Palmer Fire & Rescue

Quotation Number	20182286
Quotation Date	09/02/2020

Item	Material/Description	Quantity	Unit Price	Amount
------	----------------------	----------	------------	--------

Long Yang
 Technical Sales Specialist - PortaCount/DustTrak
 (Cell) 206-552-4015
 long.yang@tsi.com

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

Long Yang
 TSI Incorporated

Date 09/02/2020

*TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>
 For payment terms, complete credit application at <http://www.tsi.com/credit-app/>*



TSI INCORPORATED

500 Cardigan Road, Shoreview, MN 55126 USA
tel 651 490 2811 + toll free 800 874 2811 + fax 651 490 3824 + web www.tsi.com

September 2, 2020

To Whom It May Concern:

TSI Inc is the manufacturer of the PortaCount Quantitative Respirator Fit Tester models 8038/8048 and is the sole source of these instruments and accessories. Prices are set by TSI Incorporated. There are no authorized distributors in the United States which receive a discount and resell these products. TSI Inc is the sole source because models 8038/8048 are the only instruments that uses ambient air particles in the testing environment to calculate a fit factor during your typical body motions and are the only instruments that have an N95 Companion DMA "CLASSIFIER" which can be used to perform quantitative fit tests for all N95 respirator with a 350 CM3/CC flow.

TSI Inc also have models 8030/8040 which can fit test only half face or full face because we exclude the classifier. 2020 prices for the 8030 is \$8,995.00 and 8040 is \$9,345.00. Since both of these models do not have a classifier, they will fail the vast majority of good quality N95. Please feel free to contact me with any questions.

Best Regards,



Long Yang
Technical Sales Specialist
PortaCount Trainer For WA/OR/ID/AK
Home Office in Tacoma, WA
Mobile: 206-552-4015
Email: long.yang@tsi.com

**City of Palmer
Action Memorandum No. 20-074**

Subject: Amending Action Memorandum No. 20-067 Authorizing the City Manager to Purchase the Fire Department Washers Using Cares Act Funds

Agenda of: October 13, 2020

Council Action: **Approved** **Amended:** _____
 Defeated


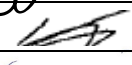
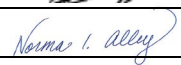
Originator Information:

Originator: Todd Russell, Asst Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	 _____	_____
City Attorney	 _____	_____
City Clerk	 _____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 23,563.90

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>23,563.90</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>56-01-10-6510 City COVID-19 Resiliency & Recovery \$23,563.90</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature:  _____

Attachment(s):

- Action Memorandum No. 20-067

Summary Statement/Background:

When Action Memorandum No. 20-067 was approved, there was an inadvertent oversight as to which funds were to be used in the purchase of the PPE Washing Machines. Staff is requesting the Council's consideration in using CARES Funding to complete this purchase.

Administration's Recommendation:

To approve Action Memorandum No. 20-074 Amending Action Memorandum No. 20-067 Authorizing the City Manager to Purchase the Fire Department Washers Using Cares Act Funds.

**City of Palmer
Action Memorandum No. 20-067**

Subject: Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Two UNIMAC Model UC40 PPE Turnout Washing Machines for Palmer Fire & Rescue from Automated Laundry Systems & Supply in the Amount Not to Exceed \$23,563.90

Agenda of: Sept 22, 2020

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Todd Russell, Acting Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> √ </u>	Finance	<u><i>[Signature]</i></u>	<u>09/02/2020</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **23,563.90**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ **23,563.90**
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-13-10-6053
- Not budgeted

Director of Finance Signature: *[Signature]*

Attachment(s):

- Quote for two UNIMAC Model UC40 Washing Machines
- Letter of Sole Source for UniMac

Summary Statement/Background:

Palmer Fire & Rescue personnel are required to clean & wash their PPE annually or after significant emergency responses. Those responses include structure fires and medical calls that may include a patient's loss of blood. By following National Fire Protection Association Standard (NFPA) 1851, *Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting* and washing their PPE, it extends the life of their PPE so that it doesn't need to be replaced sooner.

The Fire & Rescue Department proposes to purchase two UNIMAC Model UC40 PPE turnout washing machines. The new machines will replace the current washers that are older than twenty years. Parts can no longer be purchased for the washing units in our possession. The Automated Laundry Systems & Supply purchase will total 23,563.90.

3.21.230 Governmental and proprietary procurements

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
 - 1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
 - 2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
 - 3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied.

Administration's Recommendation:

To approve Action Memorandum No. 20-067 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, two UNIMAC model UC40 PPE turnout washing machines for Palmer Fire & Rescue from Automated Laundry Systems & Supply in the amount not to exceed \$23,563.90



Automated Laundry Systems & Supply

360 E 100th Ave.
 Anchorage, AK 99515
 Phone 907-561-1752
 Fax 907-561-3178
 E-Mail sales@autolaundrysystems.com

Quote 260248

Quoted 8/12/2020

Bill To

Palmer* City Of
 231 Evergreen Ave
 Palmer, AK 99645

Ship To

Palmer Fire Department - Training Ctr
 645 East Cope Industrial Way
 Palmer, AK 99645

Purchase Order	Ship Via	FOB	Buyer	Entered By	Sales rep	Terms
	Lynden Trans Frt Prepaik Factory		Todd Russell	TH 8/12/2020	TH	NET 15

Product	Description	Quoted	Price	Disc%	Amount
UNIUCT040QN0FXU40C00 0	UNIMAC MODEL UC40. HARDMOUNT, M9 CONTROL, 100G, X VOLTAGE 200-240/50-60/1/3	2.00 Ea	10,227.00 Ea	15.00	17,385.90
UNIACBF40X6X110002	6" Rigid Steel Elevated Base, Unimac Single Base, For Model Uc40, Base Only For Use With 2 Speed Machines Base Is For Mounting Machine Frame To Concrete Floor Equipment Freight Direct	2.00 Ea	472.50 Ea		945.00
FE	Labor - Installation, Includes Travel Time, Removal Of Existing, All Install Materials, Disposal Is Not Included	1.00 Ea	1,553.00 Ea		1,553.00
SL		1.00 Hr	3,680.00 Hr		3,680.00

Signature _____

Date _____

This quote is good for 30 days!

\$1,553.00



Automated Laundry Systems & Supply

360 E 100th Ave.
 Anchorage, AK 99515
 Phone 907-561-1752
 Fax 907-561-3178
 E-Mail sales@autolaundrysystems.com

Quote 260248

Quoted 8/12/2020

Bill To
Palmer* City Of 231 Evergreen Ave Palmer, AK 99645

Ship To
Palmer Fire Department - Training Ctr 645 East Cope Industrial Way Palmer, AK 99645

Purchase Order	Ship Via	FOB	Buyer	Entered By	Sales rep	Terms
	Lynden Trans Frt Prepaik Factory		Todd Russell	TH 8/12/2020	TH	NET 15

Product	Description	Quoted	Price	Disc%	Amount
Terms and Conditions	Terms and Conditions:	1.00 Ea	0.00 Ea		0.00

Note:
 All utilities including electrical boxes, plumbing etc. within 3-5 feet of equipment (unobstructed) with proper hook-ups required for utility connections to be made during install. New construction projects utility hook-ups will be done by trades in accordance with local codes.

Terms:
 Payment info: 50% down payment upon order of equipment. Balance due upon delivery/installation of equipment.
Warranty:
 90 day labor warranty on new equipment purchases. 3-5 year parts warranty on new commercial washer/extractors, tumblers, commercial-homestyle top load washers, commercial-homestyle dryers. 1 Year parts warranty on commercial-homestyle front load washers.
Financing:
 Financing is available on Unimac, Speed Queen, and Primus equipment. Alliance funding is quick and simple with a one-page application and one business day credit decisions are designed to make the application process fast and easy.

Signature _____

Date _____

This quote is good for 30 days!

Sub-total	\$22,010.90
Freight	\$1,553.00
Tax	0.00
Total	\$23,563.90



Alliance Laundry Systems LLC
221 Shepard Street, P.O. Box 990
Ripon, WI 54971-0990
Tel 920.748.3121
Fax 920.748.4429
www.unimac.com

March 24, 2016

To Whom It May Concern:


This letter is to acknowledge that Automated Laundry Systems & Supply headquartered at 5020 Fairbanks Street Anchorage, AK 99503 is the exclusive UniMac factory direct supplier in the State of Alaska. As is defined by our ongoing contractual arrangement, Automated Laundry Systems & Supply is the only authorized distributor, in Alaska, representing the factory including, but not limited to, sales, service, OEM parts, administration of factory warranty, and title transfer of our products.

UniMac provides the highest quality, commercial OPL laundry equipment manufactured in the United States. The equipment that is proposed will operate within the standards defined in the NFPA guidelines.

Automated Laundry Systems & Supply is one of our top distributors. Based on their consistent and outstanding support of our products, both before and after the sale, and after installation with parts and service, we are confident about our continued and ongoing relationship with Automated Laundry Systems & Supply.

If any additional information is required regarding our relationship with Automated Laundry Systems & Supply, please feel free to contact me direct at the number shown below.

Best Regards,



Scott Peregoy
Western Regional Sales Manager
UniMac Laundry Equipment
719-203-5437

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on September 8, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

Due to COVID-19 Mayor DeVries was present in the Council Chambers while the Council Members participated in the meeting by teleconference.

Comprising a quorum of the Council, the following were present:

Edna DeVries, Mayor	Linda Combs, Deputy Mayor (participated telephonically)
Julie Berberich (participated telephonically)	Sabrina Combs (participated telephonically)
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Deputy Mayor L. Combs and Council Member Best were absent for Roll Call.

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

Council Member Best joined the meeting at 6:03 p.m.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda

Moved by:	S. Combs
Seconded by:	Valerius
Vote:	6 Yes/0 No/1 Absent (L. Combs)
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

None.

Deputy Mayor L. Combs joined the meeting at 6:05 p.m.

F. NEW BUSINESS

- 1. **Committee of the Whole:** Presentation of the Audit on the 2019 Budget (note: action may be taken by the council following the committee of the whole)

Main Motion: To Enter Into Committee of the Whole

Moved by:	Best
Seconded by:	Carrington
Vote:	7 Yes/0 No
Action:	Motion Carried

The Council entered into a Committee of the Whole at 6:06 p.m.

Ms. Joy Merriner, BDO Auditor, summarized the 2019 Budget audit findings and reported there were no issues.

Mayor DeVries adjourned the Committee of the Whole at 6:48 p.m. and reconvened the Special Meeting.

Main Motion: To Accept the Audit of the 2019 Budget

Moved by:	L. Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported there were no Items Placed on the Table.

H. COUNCIL MEMBER COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

I. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:50 p.m.

Approved this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on September 8, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

Due to COVID-19 Mayor DeVries was present in the Council Chambers while the Council Members participated in the meeting by teleconference.

Comprising a quorum of the Council, the following were present:

Edna DeVries, Mayor

Julie Berberich (participated telephonically)

Richard W. Best (participated telephonically)

Steve Carrington (participated telephonically)

Linda Combs, Deputy Mayor (participated telephonically)

Sabrina Combs (participated telephonically)

Jill Valerius (participated telephonically)

Staff in attendance were the following:

John Moosey, City Manager

Norma I. Alley, MMC, City Clerk

Michael Gatti, City Attorney (participated telephonically)

Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

Council Member Best joined the meeting at 7:02 p.m.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction and Setting a Public Hearing for September 22, 2020, for **Ordinance No. 20-009:** Amending the Palmer Municipal Code Chapter 4.15.050 Employment Pertaining to Employee Probationary Period
 - b. Introduction and Setting a Public Hearing for September 22, 2020, for **Ordinance No. 20-010:** Adopting Temporary Employee Administrative Leave Policy for COVID-19
 - c. Introduction and Setting a Public Hearing for September 22, 2020, for **Ordinance No. 20-011:** Enacting Palmer Municipal Code Section 4.30.190 Types of Leave Pertaining to Employee Teleworking
 - d. **Action Memorandum No. 20-057:** Authorizing the City Manager to Execute a Construction Contract for the Blast Pad Paving Project with Alaska Sealcoating, Inc. in the Amount of \$126,006.14, Under the Existing FAA Grant No. 03-02-0211-021-2017
 - e. **Action Memorandum No. 20-058:** Authorizing the City Manager to Negotiate and Execute a Contract with CRW Engineer Group LLC, Not to Exceed \$53,856.00 for Engineering Services for Mechanical, Electrical and Structural Engineer Drawings with Specifications for the Installation of a Roof Mounted Positive Pressure HVAC System at the Palmer City Hall
2. Approval of Minutes of Previous Meetings
 - a. August 11, 2020, Regular Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes

Moved by:	Best
Seconded by:	L. Combs
Vote:	Unanimous
Action:	Motion Carried

E. COMMUNICATION AND APPEARANCE REQUESTS

1. Presentation from Agnew::Beck Regarding Annexation Study

Several Consultants from Agnew::Beck summarized the Annexation Study and the steps for moving forward. Agnew::Beck fielded questions from Council.

Mayor DeVries called a recess at 8:12 p.m. and reconvened the meeting at 8:25 p.m.

F. REPORTS

1. City Manager’s Report

City Manager Moosey reported on the following:

- Phase 2 of Community Cares Act Grants;
- Traffic & Pedestrian Safety Study;
- Fire Chief Resignation; and
- Raven Air Settlement.

2. City Clerk’s Report

City Clerk Alley reported on the following:

- Absentee By Mail Ballot requests;
- Location move of Precinct 11-075 to the Mat-Su Borough Gym; and
- Available means of voting;
- Important Election dates; and
- First Year for a ballot drop box at city hall.

3. Mayor’s Report

Mayor DeVries highlighted her written report and gave an update on the 9/11 Task Force.

4. City Attorney’s Report

None.

G. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

City Clerk Alley read written testimony into the record (see official meeting packet for written testimony).

H. PUBLIC HEARINGS

1. **Resolution No. 20-022:** Adopting a COVID-19 CARES Act Funds Policy Page

Mayor DeVries opened the public hearing on Resolution No. 20-022.

Mr. Eugene Carl Haberman testified on the public process and rights of the public to address policies and procedures.

Hearing no objections from the Council, Mayor Devries closed the public hearing.

City Manager Moosey presented the staff report.

Main Motion: To Approve Resolution No. 20-022

Moved by:	S. Combs
Seconded by:	Berberich

Primary Amendment #1: To Attach Resolution No. 20-015 and Resolution No. 20-017 to Resolution No. 20-022

Moved by:	L. Combs
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve Resolution No. 20-022, as Amended

Vote:	Unanimous
Action:	Motion Carried

I. NEW BUSINESS

1. **Action Memorandum No. 20-042:** Authorizing the City Manager to Accept a Site Improvement Plan and Equipment Donation from the Palmer Little League at the Harley Busbey Memorial Field

City Manager Moosey presented the staff report.

Main Motion: To Approve Action Memorandum No. 20-042

Moved by:	S. Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried

2. **Information Memorandum No. 20-008:** Committee of the Whole for General Discussion Regarding Code of Ethics for City Council (Note: action may be taken following the Committee of the Whole)

Main Motion: To Enter Into Committee of the Whole

Moved by:	Valerius
Seconded by:	S. Combs
Vote:	Unanimous
Action:	Motion Carried

The Council entered into a Committee of the Whole at 9:19 p.m.

Council reviewed the material and general discussion commenced on applicability and conflict of interest.

Mayor DeVries adjourned the Committee of the Whole at 9:48 p.m. and reconvened the Regular Meeting.

Main Motion: To Direct Staff to Prepare a Resolution for Future Meeting; Add 10% for the Financial Threshold under Declaration of Financial Interest; Correct the Appointment Process for Boards and Commissions; and Correct any Position Titles to Ensure Correct Ones are Used for Applicability of Members of the Council, Mayor, and/or Council Members

Moved by:	Valerius
Seconded by:	S. Combs
Vote:	Unanimous
Action:	Motion Carried

J. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported written public testimony was Items Placed on the Table.

K. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights of the public to address policies and procedures.

L. COUNCIL MEMBER COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

M. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 10:07 p.m.

Approved this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



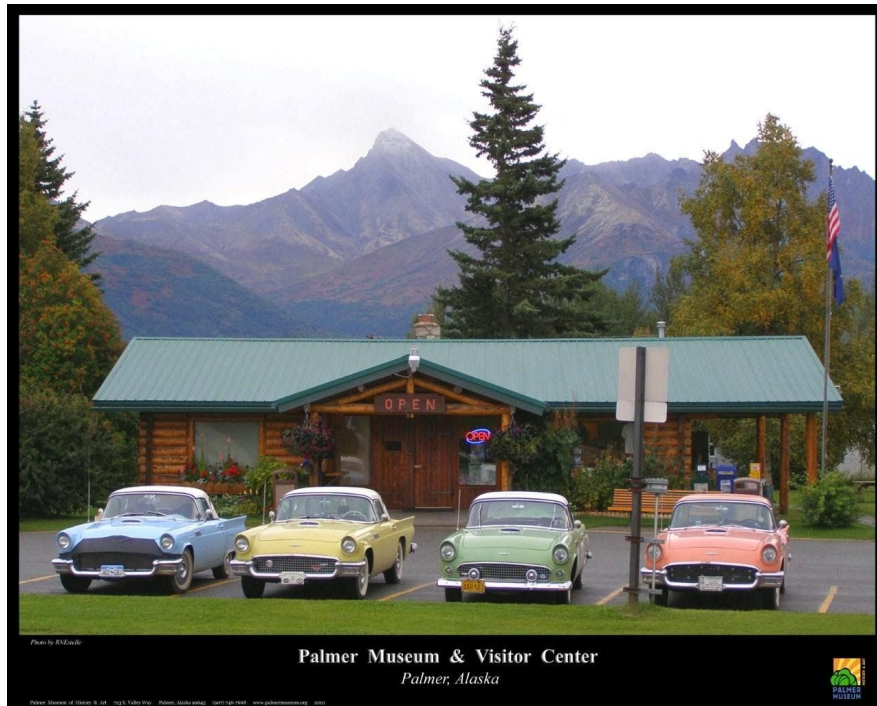
Palmer Museum and Visitor Center

Annual Report

OVERVIEW

The Palmer Museum of History and Art is a 501(c)3 nonprofit, contracting with the city of Palmer to provide visitor center and museum services. Since 2005, PMHA has managed the \$46,200 Palmer Museum (MUS) contract with the City of Palmer. In 2012, we also began managing the \$75,115 Visitor Information Center (VIC) contract as well. Since then, we have expanded the role from simple frontline services to include destination marketing tools, creation of tourism attractions, and the expansion of the museum into an active participant in Palmer cultural, art and history conversations.

The COVID-19 pandemic drastically affected our standard annual operations. Instead of being open seven days a week 9a to 6p from May 1 until September 15, we were closed to the public from March until the end of June. We opened in July Monday through Saturday 11a to 6p until September 18. When we did open, we began requiring face coverings, practicing contact tracing for visitors and staff, and doing hourly touch point sanitation.



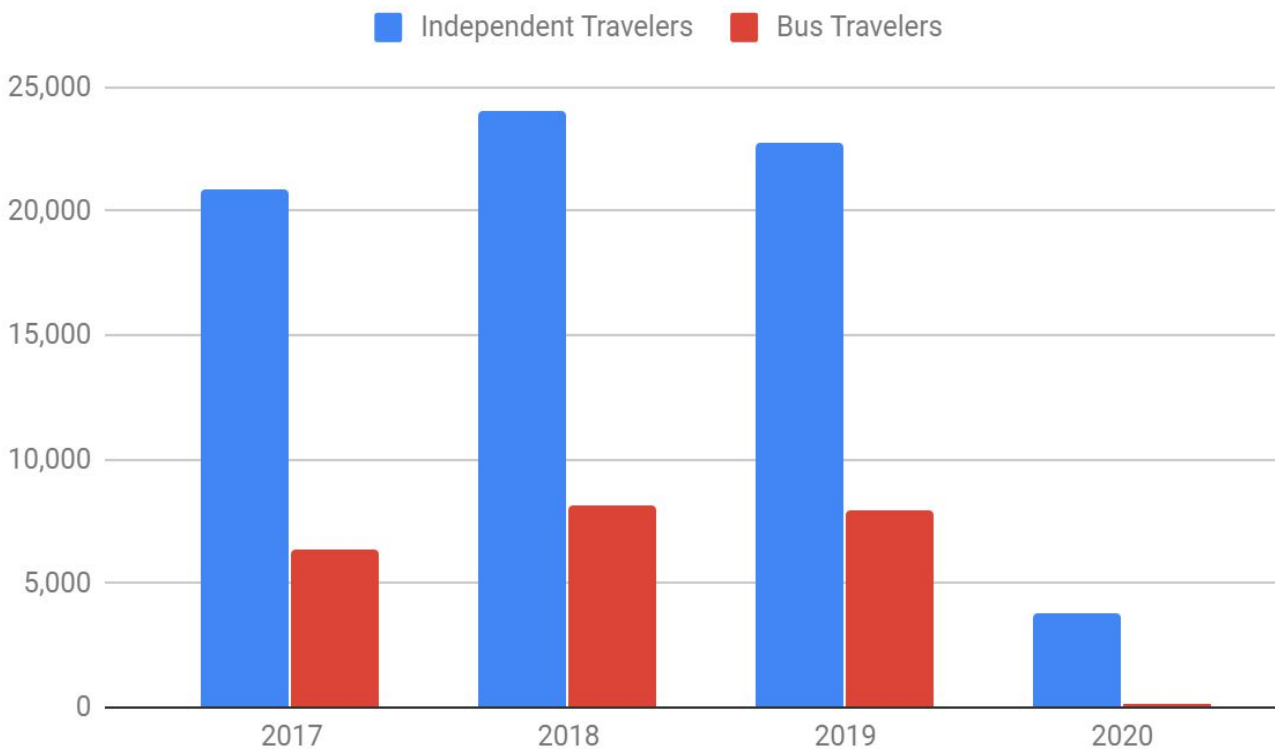
VIC OPERATIONS

As a visitor center, we provide free information to visitors about local attractions and business, market the Palmer area to travelers, and help develop a tourism friendly atmosphere in our community. Generally, we supplement our permanent staff with four temporary summer positions to provide frontline information to all visitors. The bulk of our visitors (over 90%) come in the summer months of May through September.

This year, we saw a drastic reduction in visitor counts. Across Alaska, ATIA (Alaska Travel Industry Association) has tracked a 90-95% reduction in visitor traffic this summer. No cruise ships or buses, and few visitors able to come by air or over the Canadian border made for an extremely lean season. Forecasts for next year are tentatively better, but the industry is still proceeding with caution.

Visitors	2020	2019	2018	2017
Independent Travelers	3,846	22,714	24,029	20,857
Bus Travelers	113	7,900	8,154	6,316
Number of Buses	6	335	289	183

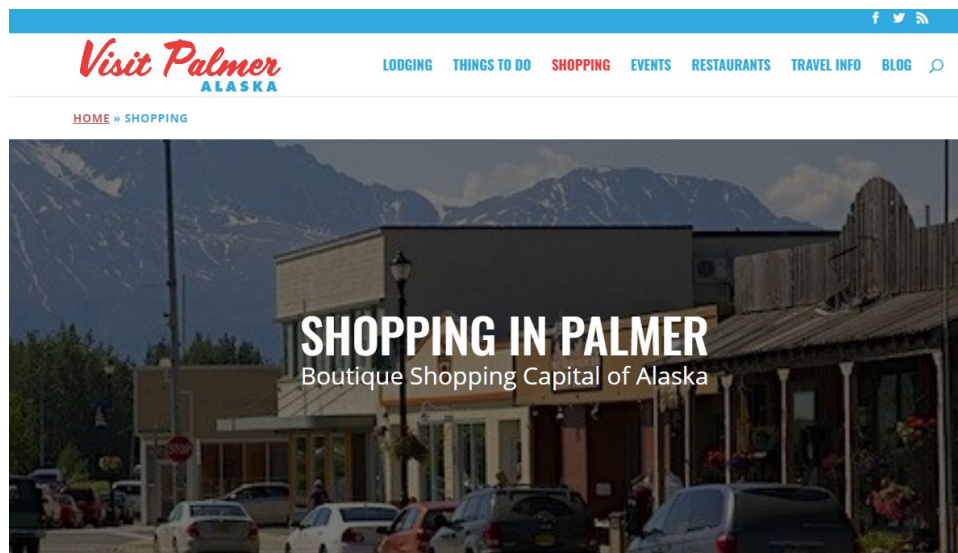
Independent Travelers and Bus Travelers



VISIT PALMER

In partnership with the Greater Palmer Chamber of Commerce, we have launched an online destination marketing tool for Palmer. This campaign, called Visit Palmer, aims to provide prospective visitors and residents alike with directory and travel literature resources about the Palmer area. The site includes

- A directory of over 100 Palmer area businesses, with photos, addresses, and reviews.
- Travel articles about the Palmer area (family hikes, farms and giant vegetables, etc).
- Dozens of trail maps of beginning, intermediate, and advanced hikes outdoors.
- Links to the Palmer Recreational Calendar, maintained by PMHA.



Destination marketing is the practice of advertising a location as an attraction. When someone says Paris, an image of museums, architecture, and sophistication comes to mind. The same is true with Las Vegas and casinos/hotels. This is not an accident, and is the result of dedicated destination marketing by their respective travel industry associations in cooperation with their community. While we might not be Vegas, Palmer has the location, aesthetic, and infrastructure to be highly marketable as an Alaskan destination.

The site is viewable at visitpalmer.com, and through the end of 2020, we will be investing in marketing the website to prospective visitors. Our staff will be using the site as a resource in conjunction with the Palmer Visitor Guide to provide concierge services to travelers. When tourism returns to the state, we will be prepared to make Palmer a strong contender for visitor time and money.

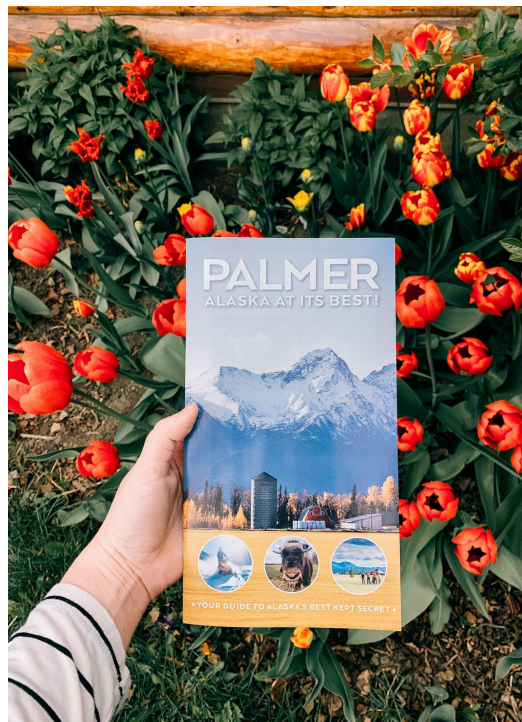
PALMER VISITOR GUIDE

In 2018, we launched the first Palmer Visitor Guide, distributing 30,000 copies around the state. Destination guides are an industry standard, particularly in Alaska, and our traffic increased nearly 18% in our year of launch. The guide provides a resource to advertise Palmer as a location, with day planners, maps, business directories, history, trails, and more.

Guide Revenues	2018 Guide	2019 Guide	2020 Guide
Ad Sales	\$16,200	\$19,700	\$22,515
CoP Funding	\$5,000	\$5,000	\$5,000
MSHF Grant	\$0	\$0	\$3,200
<i>Total Revenue</i>	<i>\$21,200</i>	<i>\$24,700</i>	<i>\$30,715</i>

Guide Costs	2018 Guide	2019 Guide	2020 Guide
Design/Printing	\$25,400	\$25,500	\$26,400
Distribution	\$5,100	\$5,250	\$5,750
<i>Total Expense</i>	<i>\$30,500</i>	<i>\$30,750</i>	<i>\$32,150</i>

In June 2020, we made the difficult decision not to produce a 2021 Visitor Guide. We have enough 2020 guides to last through next summer. To avoid waste and to make good on the investment in the 2020 Visitor Guide made by over 60 Palmer businesses, we will distribute these guides in the summer of 2021 and begin production on the 2022 guide next year.



TOURS

The Palmer Historical Walking Tour entered its third year in 2020. Every day at 1p, we take visitors and locals alike on a 1 mile walk through our town’s historic district. We begin at the museum with the story of the Ahtna and Dena’ina peoples and continue on through the railroad, homesteaders, and Matanuska Colony Project. In the off-season, we also give tours to school and college groups, providing instruction on the history of the Palmer area. In 2020, we gave tours to 104 people over the shortened summer season.

Tours are an excellent way to keep the history of our town alive through oration, and are also an important marketing tool. Tour companies will not stop their buses for long if there is no activity for their passengers. In 2019, we contracted with Princess and Premiere to offer tours to their buses, upgrading Palmer from a discretionary bathroom and occasional lunch stop to a destination on the trip. Passengers took the tour, ate lunch, and spent an hour shopping around town. We are on track to continue this partnership in 2021.



MUS OPERATIONS

While our visitor traffic saw a reduction this year, 2020 has afforded us a lot of time for museum projects. All of our exhibits this year are available on our website, palmermuseum.org, and following our upcoming exhibit redesign, our permanent exhibit will be online as well.

MATANUSKA VALLEY HISTORICAL PHOTO PROJECT

In 2017, we began a concentrated effort to collect images of the Palmer area and the stories they depict for preservation. We amassed a collection of over 10,000 prints, negatives, slides, and scans, all digitally backed up on our archival workstation. In 2019, we began searching for funding to make these collections shareable to the public, and in early 2020, we received a \$10,000 grant from the MTA Foundation to construct a photo website. This online database, reachable at mvhphotoproject.org, contains over 500 of the best images of our collection, with more being added every day. Visitors can search for photos by keyword, browse collections by donor, or view galleries of related images (i.e. Barns, People of the Colony).

In addition to housing the PMHA collection, we are also in talks with Chickaloon Village Traditional Council and the Palmer Historic Society to add some of their collections to the website as well. As a regional museum, this program allows us to support other cultural institutions in getting their photos accessible to the public. We have had over 900 independent visitors to the website since its launch in July.

Throughout the 2020-2021 school year, we are working with high school and elementary school teachers to create local history lessons using the site. In 2021, we are pursuing funding to create an educational video about the project, encouraging viewers to use the resources on the website and to consider donating their unique collections to the project.



ARTIST OF THE WEEK

In 2020, we held our second Artist of the Week summer exhibit series. This program debuts a new Valley artist's work each Friday at the museum, where it is displayed for one week. We promote the artist on our website, social media, and to museum visitors. If any of the art sells, the proceeds go 100% to the artist. Entry is competitive, and the artists must be residents of the Mat-Su Valley (Palmer preferred). At the end of the series, the museum purchases a piece of art from one of the participating artists to add to our permanent collection.

COVID-19 presented some difficulties, as the museum was physically closed at the start of the exhibit. To compensate, our art committee recorded professional interviews and artist spotlights, promoting our art community and giving each artist a professional video to add to their portfolio.

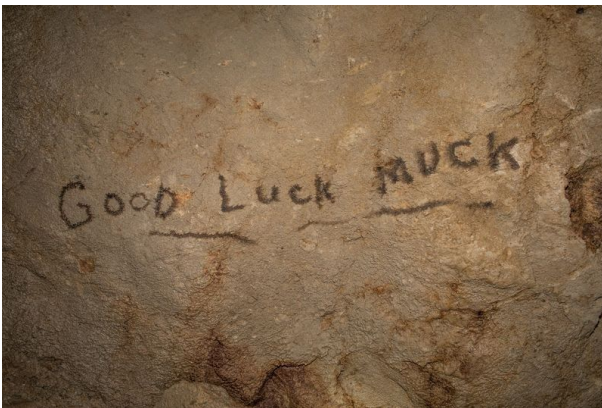


UNTOLD STORIES - ONLINE

In June, we hosted a roundtable Untold Stories session over Zoom. Rather than have one storyteller share their *Palmer Through the Years* story at a time, we invited a group of longtime Palmer residents to share their thoughts and reflections on our town and how it has changed through the years. Streamed over Zoom, Facebook, and the radio with the help of Big Cabbage Radio, this hour long session has been viewed over 1,000 times. With the uncertainties surrounding COVID-19, we plan to do more of these online roundtable discussions in the future, as the new format for Untold Stories.

REFLECTIONS IN CARBIDE

Early in 2020, we partnered with local photojournalist Adam Christiansen to document drawings left in the mining tunnels in Hatcher Pass made by carbide lamplight. These little pieces of art, many nearly 100 years old, provide unique glimpses into the lives and struggles of the men who came to the valley searching for gold in the Talkeetna Mountains. We created a temporary exhibit, using photographs from Christiansen's expedition, and displayed the exhibit through September. It is now traveling to the Wasilla Museum and Visitor Center where it will be on display for several months before returning to us in the spring. In July of 2021, the exhibit will be displayed at Independence Mine for summer visitors.



BEYOND THE CLASSROOM

Every spring, we host an exhibit from the art classrooms of Valley High Schools. Participating students received juried feedback on their work and have the opportunity to display and potentially sell their work from March to April. In addition, we select an artist to win a scholarship that can be applied towards future college, arts, or technical education. This year, Palmer High School student Rachel Cooper won with her piece *Nature's Demise*, and applied her \$500 scholarship towards her education at Idaho State University.



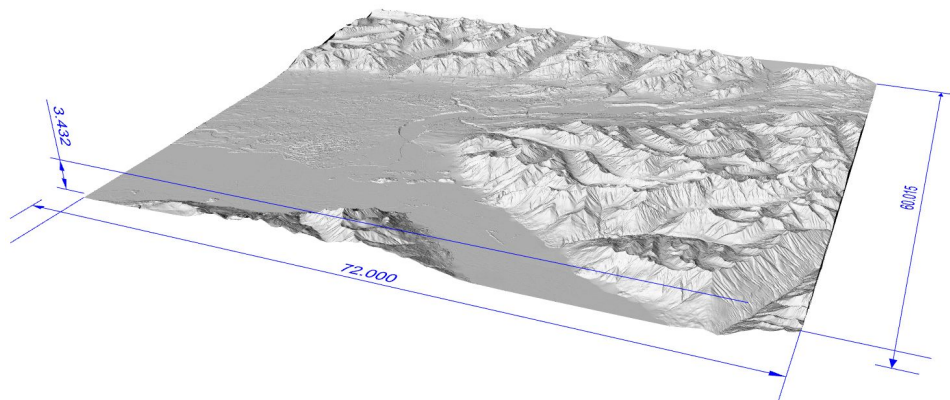
EXHIBIT REDESIGN

Due to the CARES money from the State of Alaska and our summer season not requiring our traditional summer staff temporary employees, we have funds available to improve the infrastructure and display at the museum. As Palmer's regional historical museum, our goal is to maintain a permanent exhibit that tells a comprehensive story of the Palmer area and its Ahtna, Dena'ina, homesteader, miner, colonist, and post colonist residents. Areas of our current permanent exhibit we wish to see strengthened are:

- **Cohesiveness:** We want to review our narrative and ensure we are telling a complete story of all the peoples of the Palmer area.
- **Morphability:** Our current display is very static. We wish to provide a space dedicated to featuring rotating displays of our collection, so that the permanent exhibit is more dynamic and changes more regularly.
- **Aesthetic Consistency:** We wish to strengthen the presentation of information, and provide a better frame of reference and organizational tools to enhance visitor experience with the exhibit. This will include new panels and text, as well as shifting the display cases.

Major features that we plan to add to the display include the following:

- Temporary movable walls (2) with slat siding near the entrance and on the north side of the fireplace, to allow increased dynamic hanging space for artifacts.
- Monitor screens in our three display cases, featuring regularly updated photos and text.
- Additional exhibit lighting strips for better illumination of the artifacts.
- An informative topographical map (5 ft by 6 ft) that will hang on the north wall, designed by Rauda Scale Models. The map will include light-up displays of major features (towns, trails, etc), as well as narrative information about the history of the area.



When the renovations are complete, we will have a modern, fresher looking museum ready to tell Palmer's story to next season's visitors. We expect to finish installation by the end of 2020.

Palmer Museum and Visitor Center 2020

Revenues	2020 Budget	2020 Actual (to end of Sept)	Projected 2020 Revenue	Difference from Budget
VIC Contract	\$75,115	\$75,115	\$75,115	\$0
MUS Contract	\$46,200	\$46,200	\$46,200	\$0
Visitor Guide	\$23,000	\$8,107	\$8,107	-\$14,893
Fundraisers	\$22,000	\$17,553	\$17,553	-\$4,447
Gift Shop Sales / Tours	\$50,500	\$8,936	\$9,500	-\$41,000
Donations/Members	\$13,000	\$8,770	\$8,770	-\$4,230
Grants	\$30,800	\$17,667	\$17,667	-\$13,133
CoP Visitor Guide	\$8,000	\$5,000	\$5,000	-\$3,000
CARES Act (state)	\$0	\$37,350	\$37,350	\$37,350
CARES Act (Cop)	\$0	\$5,000	\$5,000	\$5,000
GROSS REVENUE	\$268,615	\$229,698	\$230,262	-\$38,353
Expenses	2020 Budget	2020 Actual (to end of Sept)	Projected 2020 Expenses	Difference from Budget
Payroll Expenses	\$126,565	\$74,305	\$100,415	-\$26,150
Palmer Visitor Guide	\$33,200	\$21,424	\$21,424	-\$11,776
Office/Operating Expenses	\$23,850	\$14,731	\$20,190	-\$3,660
Photo Project	\$11,300	\$12,300	\$12,300	\$1,000
Fundraising Expenses	\$5,500	\$6,784	\$6,784	\$1,284
Gift Shop Merchandise	\$32,000	\$6,040	\$6,040	-\$25,960
Visit Palmer	\$4,050	\$900	\$4,050	\$0
Advertising	\$7,050	\$3,800	\$3,800	-\$3,250
Exhibits/Collections	\$20,200	\$2,283	\$48,273	\$28,073
Programs	\$3,000	\$439	\$439	-\$2,561
TOTAL EXPENSE	\$266,715	\$143,006	\$223,715	-\$43,000
NET DIFFERENCE	\$1,900	\$86,692	\$6,547	\$4,647

BUDGET - 2020 and 2021

As with most organizations in 2020, our budget looks very different now than at the start of the year. The above table shows our initial expectation for revenue and expenses on the left column. The second from left column shows our finances as of the end of September. The second from the right column shows our projected expenses through the end of December 2020, and the right column shows the difference in our projections from our initial budget.

Even with \$37,350 in State AKCARES funding and \$5,000 in City of Palmer CARES funding, our \$268,615 projected budget was reduced by about 14.3% (\$38,353). Added to that, the loss of fundraiser and gift shop income affected our operations budget significantly. Grants we applied for to support programs were suspended, and our lack of visitors this summer left an excess in contract funds normally used to hire staff.

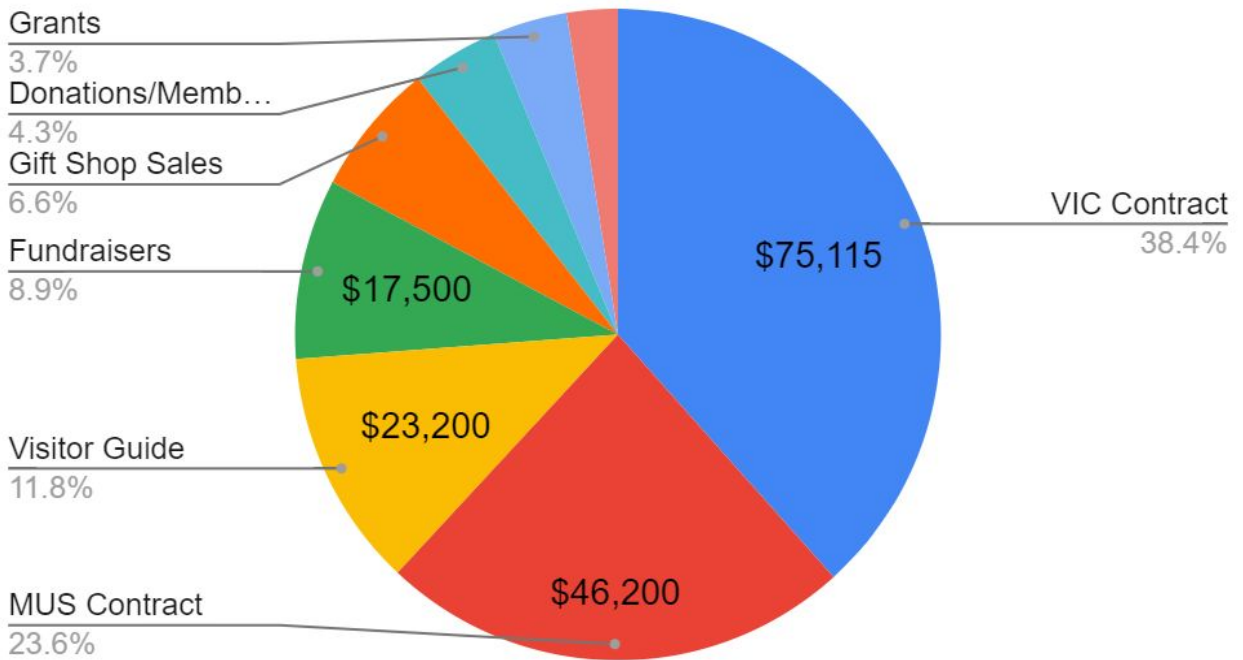
In a normal year, CoP VIC and CoP MUS contract funds go nearly 95% towards payroll. This year, with an absence of summer workers and payroll funds supplemented by AKCARES money that must be spent on payroll before the end of 2020, we have put the extra contract funds to work improving our permanent exhibit, upgrading our collections security storage, and creating resources like Visit Palmer to improve our capacity to offer museum and visitor center services.

BUDGET 2021

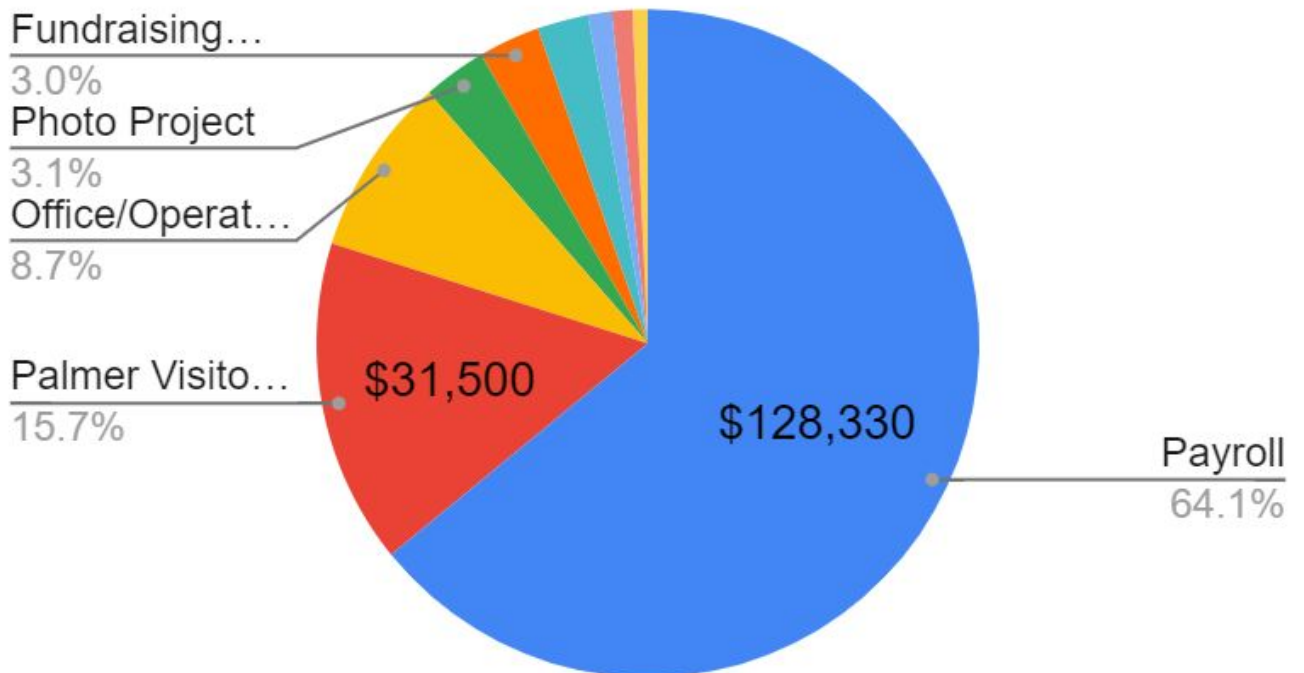
Next year, with visitor counts still expected to be reduced and without the possibility of CARES funding or our traditional grant programs, we are looking at a very spartan budget, with a potential reduction of nearly \$40,000 in operating funds. The pie charts and table below offer a look at our current projections for 2021. The complete draft budget for 2021 is attached below.

Draft Budget Projection 2021			
Revenue		Expense	
VIC Contract	\$75,115	Payroll	\$128,330
MUS Contract	\$46,200	Palmer Visitor Guide	\$31,500
Visitor Guide	\$23,200	Office/Operating Expenses	\$17,350
Fundraisers	\$17,500	Photo Project	\$6,200
Gift Shop Sales	\$13,000	Fundraising Expenses	\$6,000
Donations/Members	\$8,500	Gift Shop Merchandise	\$5,000
Grants	\$7,300	Visit Palmer	\$2,300
CoP Visitor Guide	\$5,000	Advertising	\$2,000
		Exhibits/Collections	\$1,500
Total Revenue	\$195,815	Total Expense	\$200,180

2021 Projected Revenue (\$196,815)



Projected 2021 Expenses (\$200,180)



STAFFING

At PMHA, we employ year round staff to manage our museum and visitor center contacts. We have three permanent staff members, who work in the facility year round, and several temporary employees who we employ to help with summer visitor traffic and special collections projects. This is the team that makes all the programs above happen, but we could not do it without the support of dozens of volunteers.

Title	Annual Pay
Executive Director (Sam Dinges) - FT (40 hrs)	\$39,750
Visitor Outreach Coordinator (Matthew Akers) FT (35 hrs)	\$32,200
Collections Manager (Richard Estelle) - PT (20 hrs)	\$16,125

In addition, we typically employ 4 summer temporary Visitor Services Specialist employees (\$13.00 / hour, 20 hours / week) from mid April to mid September. This fall, using CARES grant money from the City of Palmer, we hired Sophia Nowers as a Collections Aide (\$15.50 / hours, 30 hours / week) to assist with updating our collections management system and with developing finding aid resources for our photo collection.



Palmer Museum of History and Art
Profit and Loss Budget Overview

January through December 2021

	CoP Museum (Restricted)	CoP VIC (Restricted)	Visitor Guide (Restricted)	Grant Funding (Restricted)	Total Restricted	Operating Palmer (Unrestricted)	Total Unrestricted	TOTAL
INCOME								
4000 - Revenue from Direct Contributions								
4010 - Individ/Business Contributions					0	2,000	2,000	\$ 2,000
4015 - Board Giving					0	2,500	2,500	\$ 2,500
4016 - Membership					0	4,000	4,000	\$ 4,000
4018 - Sponsorship					0			\$ -
Total Direct Contributions	0	0	0	0	0	8,500	8,500	\$ 8,500
4200 - Restricted Revenue								
4240 - Art Acquisition					0			\$ -
4236 - GPCC Visit Palmer				2,300	2,300			\$ 2,300
4237 - Palmer Community Foundation					0			\$ -
4238 - MTA Foundation				5,000	5,000			\$ 5,000
4239 - Mat-Su Health Foundation				3,200				
Total Restricted Revenue	0	0	0	10,500	10,500	0	0	\$ 10,500
4400 - Fundraising Events								
4402 - Wine Walk					0	17,500	17,500	\$ 17,500
4400 - Other Fundraising Events					0			\$ -
Total Fundraising Events	0	0	0	0	0	17,500	17,500	\$ 17,500
4500 - Revenue from Gov't Grants								
4541 - City of Palmer	46,200	75,115	5,000		126,315			\$ 126,315
Total Gov't Grants	46,200	75,115	5,000	0	126,315	0	0	\$ 126,315
5000 - Earned Revenues								
5150 - 2021 Visitor Guide Sales/Rack Cards			20,000		20,000			\$ 20,000
5180 - Merchandise Sales					0	13,000	13,000	\$ 13,000
5190 - Tours					0	1,000	1,000	\$ 1,000
Total Earned Revenues	0	0	20,000	0	20,000	14,000	14,000	\$ 34,000
TOTAL INCOME	46,200	75,115	25,000	10,500	156,815	40,000	40,000	\$ 196,815

Palmer Museum of History and Art
Profit and Loss Budget Overview

January through December 2021

	CoP Museum (Restricted)	CoP VIC (Restricted)	Visitor Guide (Restricted)	Grant Funding (Restricted)	Total Restricted	Operating Palmer (Unrestricted)	Total Unrestricted	TOTAL
5200 - Cost of Goods Sold								
5200 - Cost of Goods					0	5,000	5,000	\$ 5,000
5201 - Fundraising Costs					0	6,000	6,000	\$ 6,000
Total Cost of Goods	0	0	0	0	0	11,000	11,000	\$ 11,000
GROSS PROFIT	46,200	75,115	25,000	10,500	156,815	29,000	29,000	\$ 185,815
EXPENSE								
7200 - Salaries and Related Expenses								
7210 - Officers & Director's salaries	29,890	8,560			38,450	1,550	1,550	\$ 40,000
7220 - Salaries and Wages ~ Other	16,275	55,955			72,230	0	0	\$ 72,230
7221 - PMHA Internship		0			0	0	0	\$ -
7222 - Health Benefits		0			0	0	0	\$ -
7224 - Travel/Professional Development		0			0	0	0	\$ -
7230 - Paid Leave/Holidays		2,100			2,100	0	0	\$ 2,100
7250 - Payroll Taxes		8,500			8,500	0	0	\$ 8,500
7251 - Payroll Expenses		0			0	0	0	\$ -
7520 - Accounting Services		0			0	3,000	3,000	\$ 3,000
7500 - Contract Services - Other						2,500	2,500	
Total Salaries and Related Expenses	46,165	75,115	0	0	121,280	7,050	7,050	\$ 128,330
8100, 9200, 8400, 9600, 8700 - Programs								
8100 - Events								
8119 - Colony Christmas					0			\$ -
8118 - Annual Meeting					0			\$ -
8130 - Untold Stories					0			\$ -
8140 - Other Events					0			\$ -
Total Events	0	0	0	0	0			\$ -
9200 - Exhibits & Collection								
9210 - Exhibit Advertising					0			\$ -

Palmer Museum of History and Art
Profit and Loss Budget Overview

January through December 2021

	CoP Museum (Restricted)	CoP VIC (Restricted)	Visitor Guide (Restricted)	Grant Funding (Restricted)	Total Restricted	Operating Palmer (Unrestricted)	Total Unrestricted	TOTAL
9220 - Exhibit Supplies					0	500	500	\$ 500
9230 - Collection Supplies					0			\$ -
9241 - Collection Acquisitions					0	1,000	1,000	\$ 1,000
9250 - Exhibit Events					0			\$ -
Total Exhibit & Collection	0	0	0	0	0	1,500	1,500	\$ 1,500
8400 - Visit Palmer								
8410 - Advertising				1,300	1,300	0	0	\$ 1,300
8420 - Contract fees				1,000	1,000	0	0	\$ 1,000
8440 - Membership and Event Dues					0	0	0	\$ -
8450 - IT/Web Hosting					0	0	0	\$ -
Total Visit Palmer	0	0	0	2,300	2,300	0	0	\$ 2,300
9600 - Palmer Photo Project								
9610 - Advertising				4,700	4,700			\$ 4,700
9620 - Design					0			\$ -
9630 - IT/Web hosting fees				300	300	1,200	1,200	\$ 1,500
Total Palmer Photo Project	0	0	0	5,000	5,000	1,200	1,200	\$ 6,200
9700 - Palmer Visitor Guide								
9710 - Design & Production			26,000		26,000			\$ 26,000
9720 - Shipping/storage			5,500		5,500			\$ 5,500
Total Palmer Visitor Guide	0	0	31,500	0	31,500	0	0	\$ 31,500
Total Programs	0	0	31,500	7,300	38,800	2,700	2,700	\$ 41,500
8300, 8500 - Office/Operating Expenses								
8310 - Office Supplies & Equipment					0	2,800	2,800	\$ 2,800
8320 - Telephone/Internet					0	2,750	2,750	\$ 2,750
8570 - Printing/Copying					0	3,000	3,000	\$ 3,000
8450 - IT/Computer Software/Web hosting					0	500	500	\$ 500
8365 - Dues, Membership, and Fees					0	500	500	\$ 500
8260 - Janitorial/Utilities					0	500	500	\$ 500

Palmer Museum of History and Art
Profit and Loss Budget Overview

January through December 2021

	CoP Museum (Restricted)	CoP VIC (Restricted)	Visitor Guide (Restricted)	Grant Funding (Restricted)	Total Restricted	Operating Palmer (Unrestricted)	Total Unrestricted	TOTAL
8330 - Postage and Shipping					0	500	500	\$ 500
8571 - General Advertising					0	2,000	2,000	\$ 2,000
8240 - Insurance					0	4,000	4,000	\$ 4,000
8391 - Credit Card/Bank Fee					0	2,800	2,800	\$ 2,800
Total Operating Expenses	0	0	0	0	0	19,350	19,350	\$ 19,350
TOTAL EXPENSE	46,165	75,115	31,500	7,300	160,080	29,100	29,100	189,180
NET ORDINARY INCOME	35	0	-6,500	3,200	-3,265	-100	-100	-3,365

Mayor's Memo
Council Meeting report for council Meeting
on October 12, 2020

Events

Basic Needs – zoom meeting – October 15

Mayor/Manager meeting – October 15

Transportation Fair – October 15

Second phase of Glenn Highway project will be 2021/22

Agenda setting – October 7

9-1-1 Task force meeting – October 8

We want and value your input and participation.

Edna DeVries Mayor

u/t 907-355-9933

edevries@palmerak.org

**City of Palmer
Ordinance No. 20-012**

Subject: Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors

Agenda of: September 22, 2020 – Introduction
October 13, 2020 – Public Hearing

Council Action: **Adopted** **Amended:** _____
 Defeated




Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 0.00

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 20-012

Summary Statement/Background:

The City of Palmer is responsible for good governance, maintaining the public trust and faithful stewardship of the public treasury. The City of Palmer enters into legally binding contracts to carryout services, acquire physical items or construction of facilities. Protection mechanisms must be put into place to ensure the City's responsibilities are met. This proposed City of Palmer code addition is imperative to deal with relationships that will not benefit the citizenry nor our operation.

Administration's Recommendation:

Adopt Ordinance No. 20-012

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: September 22, 2020

Public Hearing:

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Ordinance No. 20-012

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors

WHEREAS, The City of Palmer by applying Suspension and Debarment is taking administrative remedy to protect integrity of Local Government Programs; and

WHEREAS, The City of Palmer is taking an action to prevent fraud, waste and abuse of contract or subcontract awards by ineligible parties.

THEREFORE, THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is stricken):

Chapter 3.21

3.21.360 Definition

A. Debarment. After consultation with the city attorney, the city manager may give notice to a person of intent to debar. After a debarment hearing, or, if no hearing is timely requested, after the expiration of the time for filing a request for a hearing, the city manager may debar a person for cause from consideration for award of contracts. Notice of a debarment hearing shall be provided in writing at least seven calendar days before the hearing. The debarment may not be for a period of more than three years.

B. Suspension. The city manager, after consultation with the attorney, may suspend a person from consideration for award of contracts if there is probable cause for debarment and compelling reasons require suspension to protect the city. The suspension may not be for a period exceeding three months.

3.21.370 Causes

A. The causes for debarment or suspension include:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

2. prior conviction under any statute or ordinance of embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, failure to ship or produce contracted goods, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a borough contractor;

3. conviction or civil judgment finding a violation under state or federal antitrust statutes;

4. violation of contract provisions of a character that is regarded by the purchasing agent to be so serious as to justify debarment action, such as:

a. knowing failure without cause to perform in accordance with the specifications including providing defective or damaged products, or within the time limit provided in a contract;

b. failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment.

5. violation of the ethical standards or in state or other law or regulation;

6. violation of other provisions of this code relating to contracting;

7. any other cause determined by the city manager to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for a cause similar to one in this subsection.

8. additional causes for debarment may include:

a. misrepresentation of product or merchandise to be supplied;

b. submission of falsified invoices, billing summaries, status reports and other related documentation.

3.21.380 Written decision.

A. A suspension or a notice of intent to debar shall be written and shall be mailed or otherwise furnished immediately to the person suspended or being debarred. The written statement shall:

1. state the reasons for the action taken;

2. inform the person of rights to an administrative appeal.

3.21.390 Hearing on a suspension or proposed debarment.

A. A person suspended under subsection (B) of this section, or for whom a debarment is proposed under subsection (A) of this section is entitled to a hearing if the person files a written request for a hearing with the city manager within seven calendar days after the notice of suspension or proposed debarment is mailed or otherwise furnished to the person. If a suspended person or a person proposed for debarment requests a hearing, the city manager or the hearing officer appointed by the city manager shall schedule a prompt hearing unless the attorney determines that a hearing at the proposed time is likely to jeopardize an investigation. A hearing may not be delayed longer than six months after notice of suspension or intent to debar. The hearing shall be conducted in accordance with subsection (F) of this section and any regulations adopted by the city manager.

3.21.400 Hearing procedures.

A. Hearings to disbar or suspend shall be conducted as follows:

1. The city clerk shall select a hearing officer for a hearing conducted under this section. The hearing officer shall arrange for a prompt hearing and notify the parties in writing of the time and place of the hearing. The hearing shall be conducted in an informal manner. The hearing officer may:

a. hold prehearing conferences to settle, simplify or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;

b. require parties to state their positions concerning the various issues in the proceeding;

c. require parties to produce for examination those relevant witnesses and documents under their control;

d. rule on motions and other procedural matters;

e. regulate the course of the hearing and conduct of the participants;

f. establish time limits for submission of motions or memoranda;

g. impose appropriate sanctions against a person who fails to obey an order of the hearing officer, including:

i. prohibit the person from asserting or opposing designated claims or defenses or introducing designated matters into evidence;

ii. exclude all testimony of an unresponsive or evasive witness; or

iii. exclude a person from further participation in the hearing;

h. take official notice of a material fact not appearing in evidence if the fact is among the traditional matters subject to judicial notice; and

i. request the city clerk to administer oaths or affirmations.

B. A transcribed record of the hearing shall be made available at cost to a party that requests it in advance.

C. The hearing officer shall render a decision based on the evidence presented. The recommendation shall include findings of fact and conclusions of law. The city manager may affirm, modify or reject the hearing officer's recommendation in whole or in part, may remand the matter to the hearing officer with instructions, or take other appropriate action.

3.21.410 Final decision and appeal.

A. A decision by the hearing officer under this section is final. A decision shall be sent within 20 calendar days after the hearing to all parties by personal service or certified mail. A final decision of the hearing officer may be appealed to the superior court in accordance with the Alaska Rules of Appellate Procedure.

3.21.420 List of persons debarred or suspended; effect.

A. The city manager shall maintain a list of all persons debarred or suspended from consideration for award of contracts. Debarment or suspension of an individual under one business name is effective for all business names under which the individual operates. Debarment or suspension of any entity is effective as to any other entity in which an individual or combination of individuals common to both entities have a 20 percent or greater interest in both entities.

3.21.430 Reinstatement.

A. The city manager may, at any time after a final decision to debar or suspend a person from consideration for award of contracts, reinstate the person after determining that the cause for which the person was suspended or debarred no longer exists or has been substantially mitigated. A suspended or debarred person may request reinstatement by submitting a petition to the purchasing officer supported by evidence showing that the cause for suspension or debarment no longer exists or has been substantially mitigated. A decision on reinstatement shall be made in writing within fourteen calendar days after a reinstatement petition is submitted. The decision shall specify the factors on which it is.

Section 4. Effective Date. Ordinance No. 20-012 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this ____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Attachment(s):

- Form AB-15
- Liquor License Review Form

Summary Statement/Background:

The Alaska State Fair, Inc. is requesting authority for a premises diagram change located at 2075 Glenn Hwy, Palmer Alaska. The State Fair is seeking approval for outdoor consumption at their business located at Raven Hall and the State Fair Garden area. The purpose for the request is to create additional spacing for social distancing. The State Fair has expressed concern about providing for a safe environment for its patrons, guests, and visitors. Approval of this change will positively impact their safety procedures.

Administration's Recommendation:

To approve Action Memorandum No. 20-075



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-15: Licensed Premises COVID Form

What is this form?

This AB-15 licensed premises COVID form is a temporary form required for all liquor licensees seeking to alter the functional floor plan or reduce or expand the area of the establishment's existing licensed premises, during the Governor's COVID-19 Health Mandates. **The license premises must return to its original configuration when the Governor's suspension of Title 4 provisions expires on November 15, 2020. AMCO can rescind this form and the changes you have requested at any time.**

Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, and consumption. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

If approved, this form will temporarily replace the existing licensed premises diagram on file. All sections of the currently licensed area that you wish to remain licensed must be included as described on Page 2 of this form. Blueprints, CAD drawings, or other clearly drawn and marked diagrams must be submitted and meet the requirements listed on this form. The form must be completed, attached to, and submitted with any supplemental diagrams.

This form must be completed and submitted to AMCO's main office prior to altering the existing floor plan. The licensed premises may not be altered unless and until the AMCO director has given written approval on this form. Please note that licensees seeking to change licensed premises diagrams for multiple licenses must submit a separate completed copy of this form for each license.

Section 1 – Establishment Information

Enter information for the licensed establishment.

Licensee:	Alaska State Fair, Incorporated	License Number:	39
License Type:	Recreational Site		
Doing Business As:	Alaska State Fair		
Premises Address:	2075 Glenn Hwy		
City:	Palmer	State:	AK
		ZIP:	99645



Alaska Alcoholic Beverage Control Board

Form AB-15: Licensed Premises COVID Form

Section 2 – Summary of Changes

Provide a summary of the changes for which you are requesting approval.

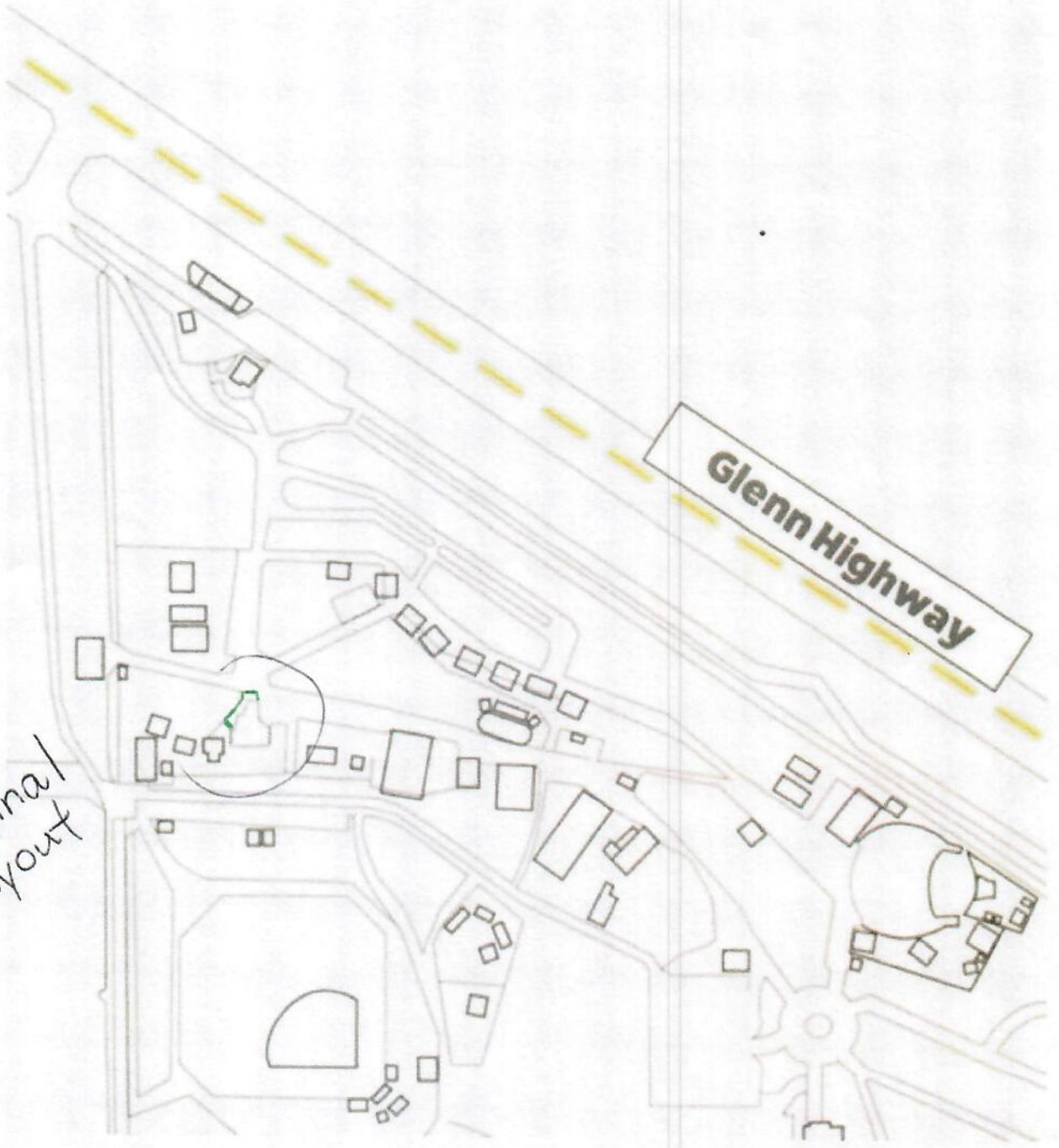
See Attached

The interior of the building will be closed and used only for alcohol storage. We would like to expand the garden area to allow for social distancing.

Section 3 – Detailed Premises Diagram

- Please attach a diagram, no larger than 11" x 17", of the layout (such as blueprints or other detailed drawings of the entire event space), showing all
 - o entrances and exits
 - o walls and fences (include fence height)
 - o bars
 - o permanent structures, such as booths or shelving, that effect the functional floor plan of the permitted area
- In red, outline the contiguous license premises area within the space where alcohol will be served, stored, and consumed.
- Provide dimensions.
- Label all alcohol storage, service, and consumption areas in any color other than red.
- Include cross-streets, a north arrow, and any significant geographical features (if applicable).
- All applications are required to submit a security plan that includes information about the barriers, practices, and personnel that are to be used to ensure that alcohol is not introduced or removed from the license premises and to prevent the access of alcohol by a minor.

*original
garden layout*



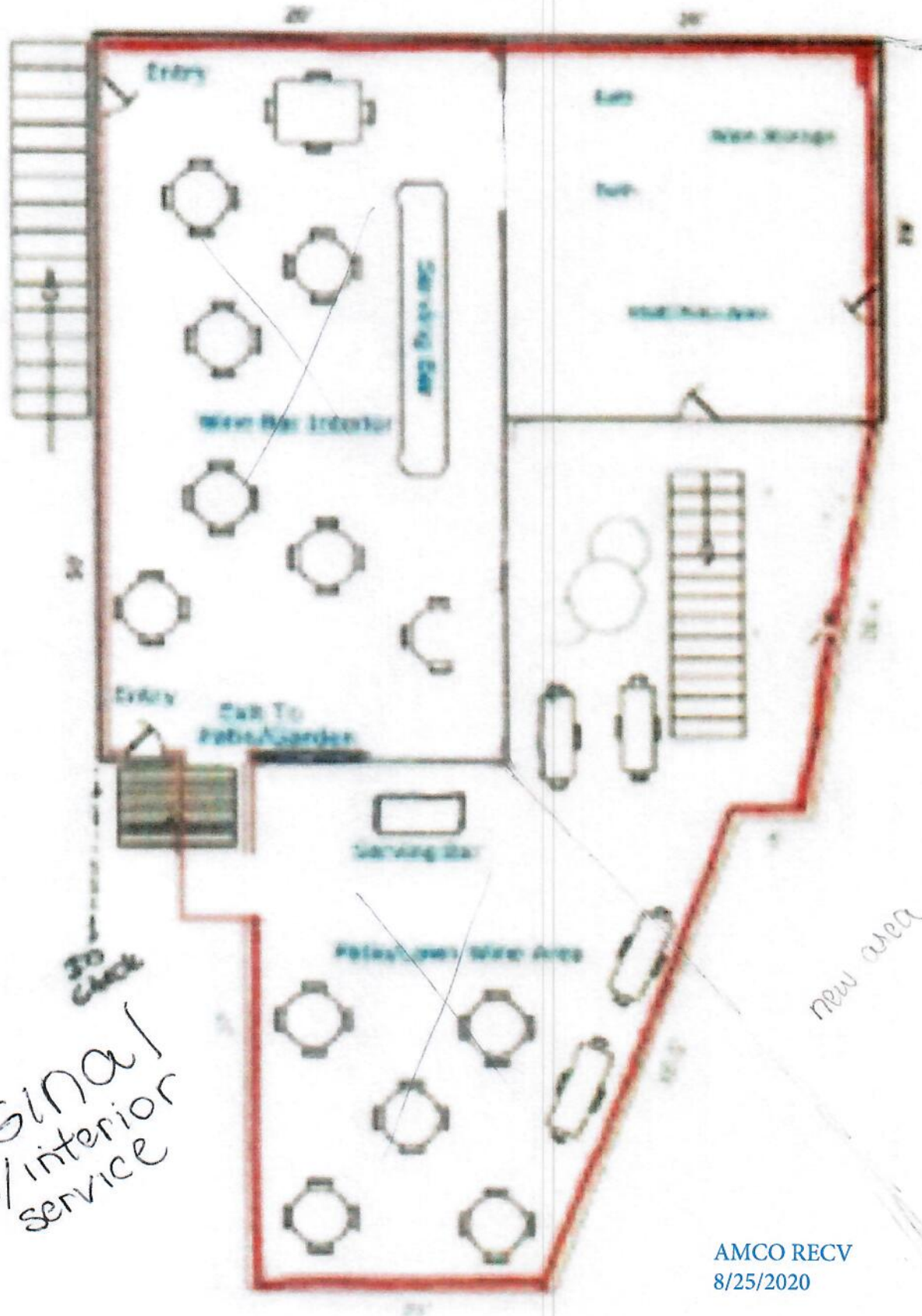
AMCO RECV
8/25/2020

COVID
EXPANSION
LAYOUT



Glenn Highway

AMCO RECV
8/25/2020



*ORIGINAL
w/interior
service*

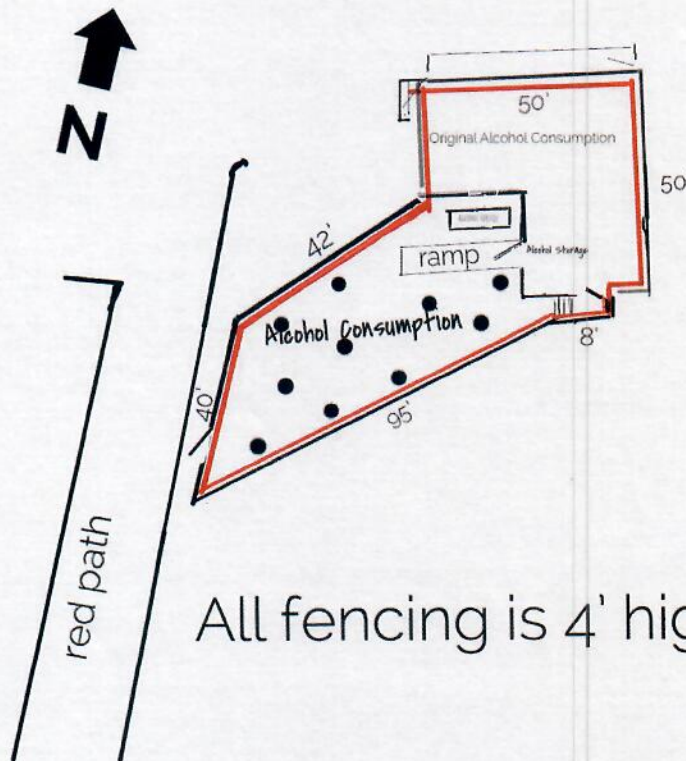
New area

AMCO RECV
8/25/2020

Inner Springer Loop

Glenn Hwy

red drive



Rebarchek Rd

AMCO REC
Aug 26 2020

General Beverage Security

- Beverage Enforcement is present during all open hours of each individual venue. All venues have Beverage Enforcement at the entrance. This is the first point of I.D. inspection. Customers with valid ID will get an alcohol designated wrist band. Our bartenders will ask for I.D. a second time, if deemed necessary. All venues will have Beverage Enforcement overseeing any areas not directly visible to the bar staff. Every venue keeps a daily logbook maintained by the bar staff. This provides written documentation of any extraordinary issues occurring on any specific day. Alaska State Fair is vigilant in trying to prevent consumption of contraband alcohol and drugs. Beverage Enforcement personnel are continually on the watch for this. Any alcohol not sold by ASF is seized and disposed of immediately.

The Wine Bar at Colony Theatre

- For Covid 19 mitigation, **The Wine Bar at Colony Theatre** will temporarily be an outside garden with a four foot fence. There will be only one gate for entrance into the garden from the Red Path. Beverage Enforcement is stationed at the entrance. This person checks I.D.s for entrance to the bar and has visibility of the entire outside garden area to prevent any drinks being passed to minors or taken outside of the garden fence. This is table service of beer and wine only. No customers are allowed in the storage area inside the building. Restrooms located inside are for staff use only. Public restrooms are located right next to the Wine Bar at Colony Theatre. AMCO Beverage signs will be posted on the exterior side of the entrance and at the bar service area. "No Alcohol Beyond This Point" signs will be on the interior of all gates. Accompanied minors are allowed in the Wine Bar, which will close at 10:00 pm but may close earlier on slow days.

AMCO RECV
8/25/2020



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-15: Licensed Premises COVID Form

Section 4 - Declarations

Read the statement below, and then sign your initials in the box to the right:

Initials

The proposed changes conform to all applicable public health, fire and safety laws, including local laws.

I agree to pay the \$250.00 fee per 3 AAC 304.185(d) no later than 12 months from the date of this form's submission.



As a liquor licensee, I declare under penalty of perjury that this form, including all attachments, is true, correct, and complete.

[Signature]
 Signature of licensee

17 August 2020
 Date

Kathy L. Bernier
 Printed name of licensee

Section 5 - AMCO Review

 Signature of AMCO reviewer

 Date

Approved Denied

 Printed name of AMCO reviewer

 Title of AMCO Reviewer

AMCO Comments:

*Approved with delegation pending review by Enforcement and the local governing body

[Signature]
 Signature of Director

Glen Klinkhart
 Printed Name of Director

Approved Denied

8/26/2020
 Date

AMCO REC'D
 8/25/2020



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
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Alaska Alcoholic Beverage Control Board

Form AB-15: Licensed Premises COVID Form

What is this form?

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Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, and consumption. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

If approved, this form will temporarily replace the existing licensed premises diagram on file. All sections of the currently licensed area that you wish to remain licensed must be included as described on Page 2 of this form. Blueprints, CAD drawings, or other clearly drawn and marked diagrams must be submitted and meet the requirements listed on this form. The form must be completed, attached to, and submitted with any supplemental diagrams.

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Enter information for the licensed establishment.

Licensee:	Alaska State Fair, Incorporated	License Number:	39
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Doing Business As:	Alaska State Fair		
Premises Address:	2075 Glenn Hwy		
City:	Palmer	State:	AK
		ZIP:	99645

AMCO RECV
8/25/2020



Alaska Alcoholic Beverage Control Board

Form AB-15: Licensed Premises COVID Form

Section 2 – Summary of Changes

Provide a summary of the changes for which you are requesting approval.

See Attached

We would like to add an outside area to Raven Hall for additional social distancing and the comfort of people who feel safer outside.

Section 3 – Detailed Premises Diagram

- Please attach a diagram, no larger than 11" x 17", of the layout (such as blueprints or other detailed drawings of the entire event space), showing all
 - entrances and exits
 - walls and fences (include fence height)
 - bars
 - permanent structures, such as booths or shelving, that effect the functional floor plan of the permitted area
- In **red**, outline the contiguous license premises area within the space where alcohol will be served, stored, and consumed.
- Provide dimensions.
- Label all alcohol storage, service, and consumption areas in any color other than red.
- Include cross-streets, a north arrow, and any significant geographical features (if applicable).
- **All applications are required to submit a security plan that includes information about the barriers, practices, and personnel that are to be used to ensure that alcohol is not introduced or removed from the license premises and to prevent the access of alcohol by a minor.**



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
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 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-15: Licensed Premises COVID Form

Section 4 - Declarations

Read the statement below, and then sign your initials in the box to the right:

Initials

The proposed changes conform to all applicable public health, fire and safety laws, including local laws.

I agree to pay the \$250.00 fee per 3 AAC 304.185(d) no later than 12 months from the date of this form's submission.



As a liquor licensee, I declare under penalty of perjury that this form, including all attachments, is true, correct, and complete.

[Handwritten Signature]
 Signature of licensee

17 August 2020
 Date

Kathy V. Bernier
 Printed name of licensee

Section 5 - AMCO Review

 Signature of AMCO reviewer

 Date

Approved Denied

 Printed name of AMCO reviewer

 Title of AMCO Reviewer

AMCO Comments:

*Approved with delegation pending review by Enforcement and the local governing body

[Handwritten Signature]
 Signature of Director

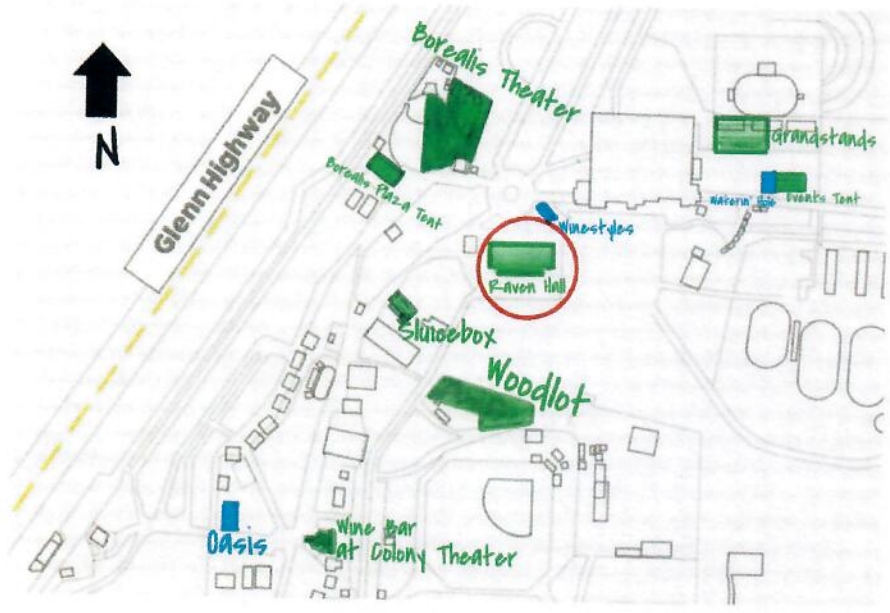
Glen Klinkhart
 Printed Name of Director

Approved

Denied

8/26/2020
 Date

AMCO RECV
 8/25/2020



AMCO RECY
8/25/2020



3 sides 4' metal fencing

AMCO RECV
8/25/2020

Alcohol Consumption

picnic table seating

30'

40'

Raven Hall

ALCOHOL CONSUMPTION

Original Area

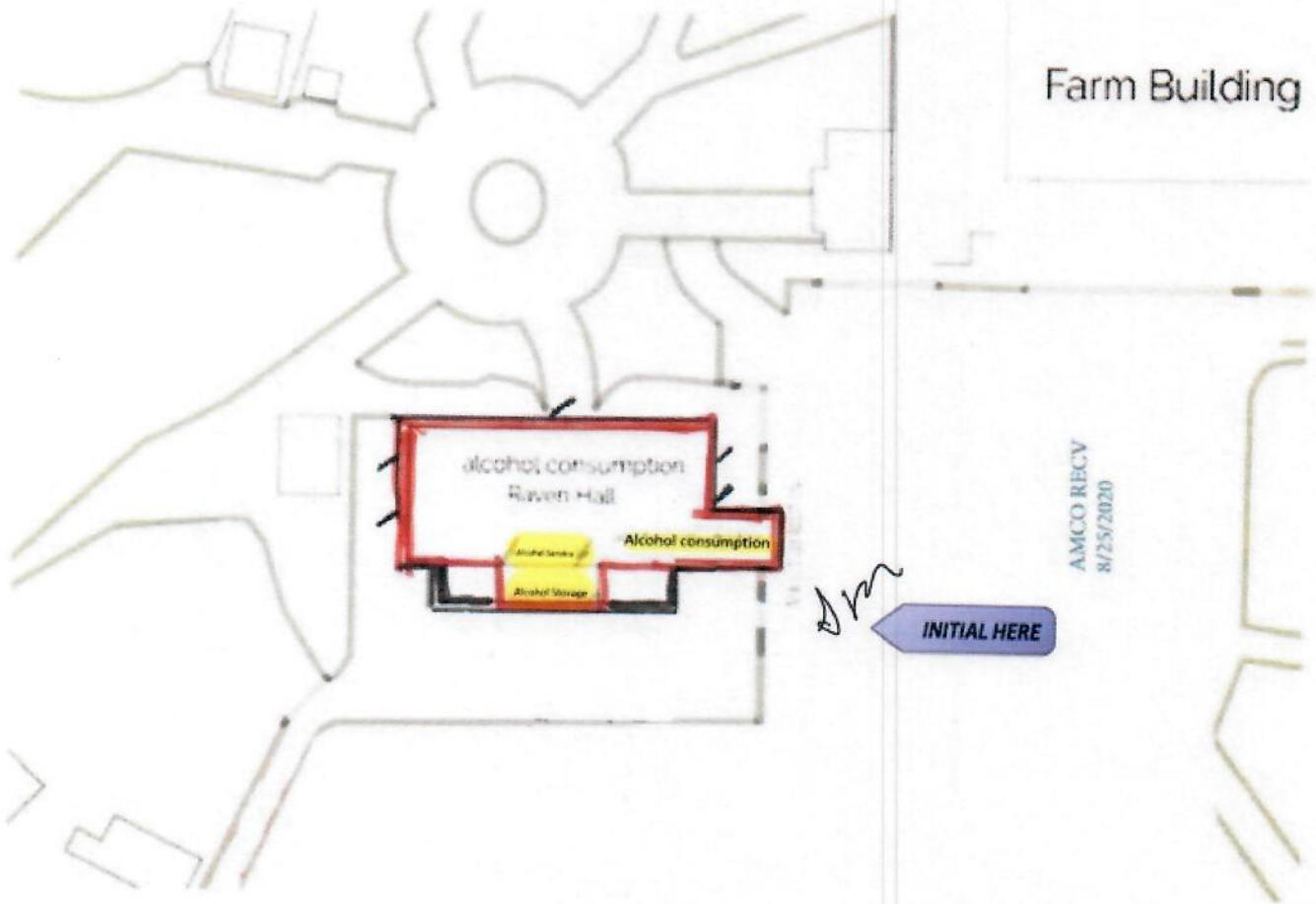
AMCO RECY
8/25/2020



Current licensed premises with proposed temporary premises

dm

INITIAL HERE



Farm Building

alcohol consumption
Raven Hall

Alcohol Service

Alcohol consumption

AMCO RECV
8/25/2020

INITIAL HERE

General Beverage Security

- Beverage Enforcement is present during all open hours of each individual venue. All venues have Beverage Enforcement at the entrance. This is the first point of I.D. inspection. Customers with valid ID will get an alcohol designated wrist band. Our bartenders will ask for I.D. a second time, if deemed necessary. All venues will have Beverage Enforcement overseeing any areas not directly visible to the bar staff. Every venue keeps a daily logbook maintained by the bar staff. This provides written documentation of any extraordinary issues occurring on any specific day. Alaska State Fair is vigilant in trying to prevent consumption of contraband alcohol and drugs. Beverage Enforcement personnel are continually on the watch for this. Any alcohol not sold by ASF is seized and disposed of immediately.

Raven Hall

- For Covid 19 mitigation, **Raven Hall** will temporarily add on an outside garden with a four foot fence. There will be only one gate for entrance into the garden from the Orange Parking Lot. Beverage Enforcement is stationed at the entrance. This person checks I.D.s for entrance to the bar and has visibility of the entire outside garden area to prevent any drinks being passed to minors or taken outside of the garden fence. All alcohol is stored in the tap trailer and kitchen refrigerators. AMCO Beverage signs will be posted on the exterior side of the entrance and at the bar service area. "No Alcohol Beyond This Point" signs will be on the interior of the gate. Accompanied minors are allowed in the garden, which will close at 12:00 am, but may close earlier on slow days.

AMCO RECV
8/25/2020

City of Palmer • Liquor License Review Form

BUSINESS NAME: Alaska State Fair, Inc **OWNER:** Alaska State Fair
LICENSE TYPE: Recreational Site-Raven Hall
LOCATION: 2075 Glenn Hwy, Palmer AK

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current: Yes No

If no, explain: _____

Other Comments: _____



Finance Director

08/28/2020
Date

Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant: Yes No

If no, explain: _____

Other Comments: _____



Community Development Director

8/31/2020
Date

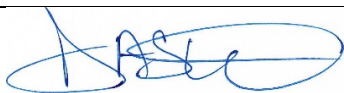
Route to: Police Department

Police Department

Excessive Calls: Yes No

If yes, explain: _____

Other Comments: _____



Chief of Police

8-31-2020
Date

TO COUNCIL FOR AGENDA OF: September 22, 2020

**City of Palmer
Action Memorandum No. 20-076**

Subject: Approval of a City Council Member to Serve on the Alaska Municipal League Board of Directors for a Term Starting November 2020

Agenda of: October 13, 2020

Council Action: **Adopted** **Amended:** _____
 Defeated


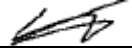

Originator Information:

Originator: Norma I. Alley, City Clerk

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **3,700.00 per position**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 3,700.00 per position
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6024
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- AML Board Application

Summary Statement:

The Alaska Municipal League (AML) Board of Directors is comprised of several positions. Up for election this year, which a Palmer Council member can apply for, is the newly reorganized one-year term of Treasurer (used to be called Second Vice-President).

The Director District 4: Mat-Su (Houston, Palmer, and Wasilla seat) is currently on rotation for a Houston representative to fill the new two-year term.

The City is financially responsible to ensure the Board Member is physically present at their February, August, and November meetings. AML pays for attendance at the May meeting. The estimated cost associated with attending the February, August, and November meetings are as follows:

- February in Juneau = \$1,100.00 (considerably less if virtual)
- August in Sitka = \$1,500.00
- November in Anchorage = \$1,100.00

It is proposed in the 2021 Mayor/Council/Clerk Budget to send members of the Council to each of these meetings. Pending approval of the budget, travel to all these meetings will need to remain budgeted.

The City Council may support a member from amongst its membership to serve in one or more of these positions.

Suggested Motion:

To Support Mayor/Council Member _____ to file for the AML Board position of Treasurer.



ALASKA
MUNICIPAL
LEAGUE

2021 BOARD OF DIRECTORS

DECLARATION OF CANDIDACY AND FINANCIAL COMMITMENT

FULL NAME _____

MUNICIPALITY _____

MAILING ADDRESS _____

WORK PHONE: _____ HOME/CELL PHONE: _____

E-MAIL _____

CANDIDATE COMMITMENT

I hereby declare myself a candidate for:

- Treasurer (any district EXCEPT: Anchorage and Interior (District 5))
- Director, Mat Su Borough - High Population - Designated Seat
- Director, Borough
- Director, Borough
- Director, District 1 - Southeast
- Director, District 2 - PWS/Kodiak
- Director, District 4 - Mat Su
- Director, District 5 - Interior
- Director, District 6 - North
- Director, District 7 - West
- Director, District 8 - YK
- Director, District 9 - Aleutians/Bristol Bay
- NACo Representative

and request my name be placed on the ballot for election at the **2020 Alaska Municipal League 70th Annual Local Government Conference**. I declare I will serve and participate actively in the designated office and that I will accept the time and financial commitment for the entire term if elected.

SIGNATURE OF CANDIDATE _____ DATE _____

MUNICIPAL SUPPORT: to include physical presence at 3 meetings paid for by municipality (Feb., Aug. and Nov.) and one meeting paid for by AML (May). All director seats are two year terms.
On behalf of the municipality, I am authorized to commit financial support of the above individual's active participation in the Alaska Municipal League and, if elected, on the AML Board of Directors.

AUTHORIZED SIGNATURE: _____

TITLE _____ DATE _____

Must be submitted to the AML office via fax, mail or email by 4:30 p.m. Friday 11/06/20. The Nominating Committee will meet on Tuesday, November 10 to review and finalize the slate of candidates. Candidates should expect to make statements on Wednesday, November 18, during the Annual Conference.

BIOGRAPHICAL SKETCH

FULL NAME _____

OFFICE _____ NO. YRS. _____

PREVIOUS MUNICIPAL OFFICES HELD AND NO. YRS. _____

PREVIOUS EXPERIENCE WITH AML (office held, committee participation, etc.) _____

OTHER RELEVANT EXPERIENCE _____



Name: (Please Print)	Item Being Addressed	Mailing Address	Contact Info (Phone and/or E-Mail)
Sto Graham	MTA/AmL	1740 S. CHURCH	SGRAHAM@MTA SOLUTIONS.COM
Misle Church			
RUS Vann			