



RFP No. 110070

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon
February 2009

REQUEST FOR PROPOSALS

for

Regional Radio System Project Planning

PROPOSALS DUE: March 11, 2009 by 4:00 p.m. Pacific Standard Time

Envelope(s) shall be sealed and plainly marked with RFP # and Project Title.

Submit one (1) original, one (1) CD in PDF format, and eight (8) complete written hard copies of the Proposal to:

City of Portland
Bureau of Purchases
1120 SW 5th Ave, Suite 750
Portland, OR 97204

Refer questions to:

Kathleen Hinick, Senior Procurement Specialist
City of Portland, Bureau of Purchases
1120 SW 5th Avenue, Rm 750
Portland OR 97204

Phone: (503) 823-6880 Fax: (503) 823-3991 Email: khinick@ci.portland.or.us

GENERAL INSTRUCTIONS AND CONDITIONS

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS – The City of Portland seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to ESBs. No goal is set for the use of M/WBE firms, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

ENVIRONMENTALLY PREFERABLE PROCUREMENT - In accordance with the City's Sustainable City Principles and the City's Sustainable Procurement Policy, the City of Portland values the use of products or services that minimize the negative human health and environmental impacts of City operations. Therefore, proposers are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view the above City policies go to www.portlandonline.com and navigate to "Charter, Code & Policies Documents".

INVESTIGATION- The proposer shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS - Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL- Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal conference, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the request for proposal given out by Bureau or Office managers, employees or agents to prospective proposers shall not bind the City.

ADDENDUM – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

COST OF PROPOSAL- This Request for Proposal does not commit the City to pay any costs incurred by any proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the request for proposal.

CANCELLATION – The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

LATE PROPOSALS- Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

REJECTION OF PROPOSALS- The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the City and a proposer shall be cause for proposal rejection, regardless of

when that litigation comes to the City's attention and regardless how the proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

CITY OF PORTLAND BUSINESS LICENSE - Successful Proposer shall obtain a current City of Portland Business License prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE – the successful successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER- Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

EQUAL BENEFITS PROGRAM – Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

CONFLICT OF INTEREST - A proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this request for proposal has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFIDENTIALITY – All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which Proposer requests exemption from disclosure consistent with Federal or Oregon Law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, 192.502, 646.461 or other state or federal law. If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive. Documents with Copyright must be clearly marked.

If a request to inspect the proposal is made, the City will notify the Proposer of the request. If the City refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposer's records.

The Purchasing Agent has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Proposal "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

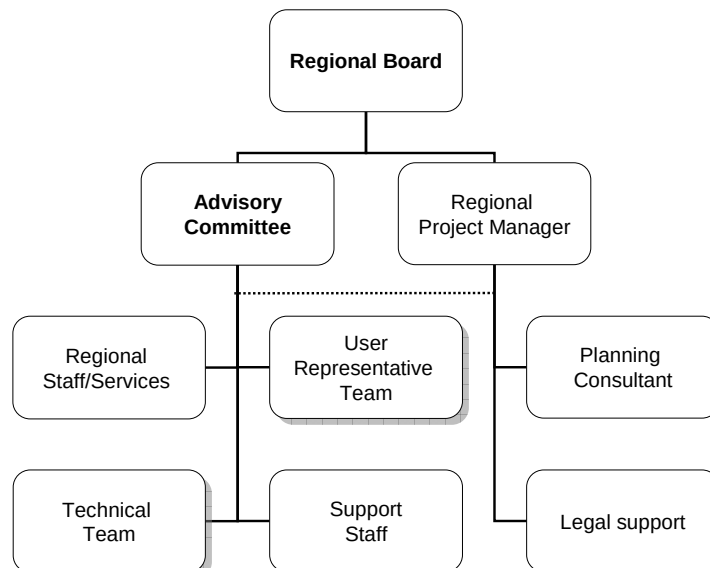
The Portland Regional Radio System Partnership (Partnership) was established under Oregon ORS 190 as an Intergovernmental Cooperative Organization and approved by the City of Portland Council under Ordinance Number 182093.

Members are:

- The City of Portland
- Washington County Consolidated Communications Agency (WCCCA)
- Clark Regional Emergency Services Agency (CRESA)
- Clackamas County 800 Radio Group (C800).

The Partnership was established to develop a comprehensive plan for the engineering, implementation, governance, and operation of a **unified regional public safety radio system (System)** to serve the geographic area encompassed by Clackamas, Multnomah, and Washington Counties of Oregon State and Clark County of Washington State and to integrate with the Oregon statewide Oregon Wireless Interoperability Network (OWIN) and the Washington State Homeland Security Region IV Interoperable Radio System.

The Project organization structure is:



Regional Board - Official 4-person Partnership authority for this Project and the ultimate escalation point for Project issues.

Advisory Committee - Project reviewers and advisors, local agency relations and Partners' representation

Legal Support – Consultants on legal matters related to sharing/expanding /converting sites

Regional Staff - Local Agencies - Agencies using, administering and supporting their local systems/components

Project User Representative Team – Participants in and reviewers of user-related

work and deliverables.

Technical Team - Participants in and reviewers of technically related work and deliverables.

Support Staff – Providers of fiscal management and other services.

Exhibit B, Project Background and Additional Information provides further details.

2. BACKGROUND

The City of Portland, on behalf of the Partnership, is seeking an experienced, qualified radio system planning consultant to assist in planning the **Regional Voice and Data Public Safety Radio System Replacement Program (Program)**. The Partnership is planning to collectively upgrade and/or replace the region's four existing public safety voice and data radio systems, separately owned by the members of the Partnership, with a unified digital 700/800 MHz system.

The Program is to upgrade, enhance, and/or replace the existing radio systems to create a multi-agency, multi-discipline, regional land mobile voice and data radio network.

The Program is expected to consist of two or more projects:

- 1) **The Regional Radio System Project Planning project (Project)** described in this RFP to plan the rest of the Program.
- 2) One or more subsequent projects to upgrade, enhance and/or replace the System.

3. NON-CONFLICT OF INTEREST

The contract will include a Non-Conflict of Interest clause. This condition ensures that the successful Proposer's recommendations are not biased toward any specific product or service. (Ref. RFP Exhibit C, PTE Contract (IT), Paragraph number 14, Non-Conflict of Interest).

The successful Proposer will be able to participate in future opportunities to provide independent management and oversight services for any design, construction and implementation contract for the System.

However, the successful Proposer, including its parent or subsidiary companies, will not be eligible for any subsequent contract to design, construct, and/or implement the System either as a prime contractor, joint venture or a subcontractor.

4. SCOPE OF WORK

The City of Portland, Bureau of Technology Services, on behalf of the Partnership, is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in developing comprehensive plans for a regional voice and data radio upgrade and/or replacement and proposes to engage the successful Proposer for the following services, in three phases.

Phase 1 – Analysis

This phase provides the foundation for the conceptual system design and includes:

- Assessment of the current user needs and the existing four Partnership voice and data radio systems
- Development of system alternatives and recommendations, including a migration path
- Selection of an alternative

Phase 2 – Conceptual Design

This phase provides the technical details of the System and includes:

- Development of System conceptual design

- Development of concepts of operations
- Analysis of System lifecycle costs

Phase 3 – Business Plan

This phase provides the foundation for the regional strategy, financial and implementation plans, and the development of a comprehensive business plan

5. PROJECT FUNDING

The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work. A portion of the funding for this Project is intended to be funded by a grant from the US Department of Commerce.

6. TIMELINE FOR SELECTION The following dates are proposed as a timeline for this Project:

Written proposals due at 4:00 p.m.	<u>March 11, 2009</u>
Announcement of short list	<u>March 23, 2009</u>
Interviews, if deemed necessary	<u>April 2, 2009</u>
Selection committee recommendation	<u>April 3, 2009</u>
Contract negotiation with successful Proposer	<u>April 15, 2009</u>
Notice to proceed – work begins	<u>July 1, 2009</u>

The City reserves the right to make adjustments to the above noted schedule as necessary.

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

- 1. System Consulting**
- 2. Project Management**
- 3. Deliverables Management**

1. SYSTEM CONSULTING

Phase 1 – Analysis

Needs Assessment

The successful Proposer will:

- Perform a comprehensive voice radio and mobile data radio needs assessment for the Partners' organizations to define desired operational, functional, and technical system capabilities. The assessment shall project growth that is expected to 2025 – the desired supported lifespan of a new communications network.
- Interview User and Technical Teams and others and collect information related to user needs.
- Review information from these sources:
 - The June 2007 Urban Area Interoperable Communications Strategic Plan for the region.
 - The State of Oregon OWIN project's conceptual statewide system plan prepared by Federal Engineering.
 - The Oregon State Communications Interoperability Plan (SCIP)

- Oregon Criminal Justice Information System requirements for privacy and integrity protection mechanisms (OJIN)
- The Health Insurance Portability and Accountability Act (HIPAA) requirements
- The key State and Federal organizations which interoperate with Partners' agencies in day-to-day, task force, and mutual aid events.

Legacy Systems Assessment

The successful Proposer will review, in collaboration with the Technical Team, existing documentation and where required survey the physical condition of existing equipment and/or sites:

- Assess the current radio systems and develop a comprehensive report on the capability, life expectancy, and options for continued use.
- Assess the physical condition, functionality, and performance of the microwave and network systems components in use by the Partners' agencies.
- Assess the physical condition of existing antenna sites that are expected to be re-used in a new system to ascertain the condition of the site, what equipment is located there, tower capacity, grounding, utilities, site security and other factors for applicability in a future system.
- Generate customary engineering data and drawings representing Radio Frequency (RF) coverage predictions, microwave path studies, voice radio traffic analysis, facilities, and internetworking.
- Assess equipment condition of existing systems expected to be re-used in the new System.
- Review and summarize the completeness, accuracy, validity, and regulatory compliance of any radiotelephone operator frequencies licenses and microwave data link frequencies under authority of the Federal Communications Commission (FCC) and tower superstructure licenses under authority of the FCC and Federal Aviation Administration (FAA) applicable for re-use in a new system.
- Review the inventory of the radio subscriber equipment of each of the organizations listed herein and report present radio inventory, expected growth to 2025, and suitability for reuse in the new System.

System Alternatives and Recommendations Development

The successful Proposer will:

- Survey viable voice radio, data radio, network, and 9-1-1 Public Safety Answering Point (PSAP) dispatch console solutions that could satisfy the largest combination of user needs, including upgrade of the existing systems.
- Evaluate the Association of Public Safety Communications Officers (APCO) P-25 standard for public safety radio systems and advise on the pros and cons of adopting the standard.
- Evaluate public safety trunked radio systems and technology presently on the market and recommend the most technically viable method of achieving trunked voice operation. Conventional, trunked network, and simulcast vs. multicast architectures will be considered. The study shall not be limited to any specific manufacturer and technology.
- Review and comment on the analysis reports, related to upgrading the existing system including a migration path, that will be developed and provided independently by the current system vendor, Motorola,

- Evaluate upgrading to current technology with the existing four Partnership radio systems providing pros and cons to this approach.
- Evaluate wireless data radio systems and technology presently on the market and recommend the most technically viable method of achieving wireless mobile data communications.
- Construct and compare cost estimates for each viable alternative including cost of hardware, software, test, and commissioning; any infrastructure improvements needed; maintenance and operating costs; maintenance support facilities; internal project management and training costs.
- Compare and contrast the alternative system solutions and strategies based on technical, operational, and economic characteristics. Recommend and justify the most viable, cost-effective solutions.

Phase 2 – Conceptual Systems Design and Cost Analysis

The successful Proposer will:

- In consultation with the User and Technical Teams prepare a complete and comprehensive “Conceptual System Design Package”.
- Define the functional, operational and technical capabilities and standards and requirements for each component of the Program.
- Compare the requirements against the needs of the Partner agencies.
- Perform a cost analysis to aid the Partnership in determining how to scale the scope of the Program to fit within budget limitations.

Functional Requirements

Based on the final approved User Needs Assessment Report, the successful Proposer will prepare a comprehensive set of functional requirements for the development of each Program segment:

Conceptual Design – Voice and Data Radio Systems

The successful Proposer will:

- Develop conceptual voice radio and mobile data system preliminary engineering design drawings, diagrams, and schematics for the recommended system solution.
- Develop channel loading statistics for voice radio and mobile data systems. These statistics will consider all Partners’ participant agencies as well as other public safety and municipal agencies that might predictably migrate to the System. Indicate the maximum capabilities of the fully expanded System, when the Partners can expect to reach the System’s limitations, what the options are once that point is reached, and what model was used for predicting channel utilization. The systems proposed are expected to have expansion capability to operate with full functionality to a Grade of Service of P.01 during a normal peak hour. (Note: The normal peak hour has traditionally been 23:00 to 24:00 on July 4th.)
- Develop a channel plan that maximizes the resources available, devise a frequency reuse strategy, determine the capacity of the channels (considering both voice and mobile data), and outline the number of channels required. The channel plan will include all of the planned operational talk groups. The successful Proposer will consider any potential interference (both co-channel and adjacent channel) to or from existing users when developing the channel plan. The successful Proposer may consider if required, additional radio frequency bands that are not presently in use. In determining a usable frequency, the successful Proposer will consider one that may be used in: the same radio, a mobile antenna with 3 dBd of gain, and the same duplexer or transmitter combiner

network.

- Define RF coverage requirements including in-building coverage requirements. Develop RF propagation maps and data for existing and potential radio sites. Confirm the viability of using existing sites and recommend any new sites that might be required to achieve the Program objectives. Document any new transmitter sites, microwave sites, or other infrastructure architecture changes that are necessary to achieve the required coverage. Develop options that will increase the coverage reliability. Consider the use of existing radio assets when it is technically possible and the equipment is of satisfactory condition and quality.
- Design an upgrade or replacement to the existing microwave networks that will support the new radio Systems. The microwave network should have the capacity necessary to support the Partners' projected requirements to 2025. Note that in some instances the existing microwave networks, which are owned by the individual Partners, are utilized for other traffic and that traffic use must be maintained.
- Tabulate hardware and software quantities.
- Define top-level system performance and operational objectives, and identify measurement tools.
- Detail a plan for a phased approach to implementing the new regional communications System with attendant communications center console upgrades.

Cost Analysis

The successful Proposer will:

- Analyze the costs associated with each requirement against needs and limitations.
- Perform a cost analysis for each component of the Program to aid the Partnership with adjustments to Program goals prior to the acquisition process. The analysis includes start-up costs and the "Total Cost of Ownership" projections that includes a preventative maintenance plan that includes a (1), (5), and (10) year PM schedule, System upgrades, Subsystem replacements, and training.
- Develop a revised timetable for financial requirements to support the Program.

Concept of Operations Development

The successful Proposer will:

- Analyze the user needs, system alternatives, existing legacy systems and environmental, organizational, and political factors that will influence the Program.
- Determine the existing systems and facilities that are to be replaced, the justification for new systems and facilities and any restrictions; and the proposed system(s) and facilities and concepts for their use, management, maintenance, operation and sustainability.

Phase 3 – Business Plan

Business Plan Development

The successful Proposer will:

- Define specific Partnership's Program goals and objectives.
- Develop detailed options for a long-term governance plan.

- Develop a detailed strategy for acquiring the services, equipment and facilities necessary to achieve the Partnership's goals and objectives.
- Develop detailed lifecycle support models for operating and maintaining new systems and facilities until 2025.
- Develop a detailed cost sharing model for sustaining new systems and facilities in the future.
- Develop detailed systems operating, maintenance and replacement cost projections through 2025.
- Create staffing models for systems maintenance and engineering support functions.
- Determine detailed Program risks and create a management plan.
- Develop a detailed rough order of magnitude estimate of the cost to implement the Program goals and objectives.
- Develop a timetable for bond sales to achieve the implementation.
- Develop a detailed a frequency spectrum and channel plan.
- Prepare a non-financial constraint matrix of the Program outlining the strengths, weaknesses, opportunities, and threats for the Program.
- Prepare a financial matrix outlining the potential financing options for completing the Program.
- Prepare an implementation strategy and sequence recommendation for the Program.

2. PROJECT MANAGEMENT

Minimally, the successful Proposer must designate one Project Manager (PM) to manage and coordinate all phases of the Project. An Alternate Project Manager must be designated and must be available during the Project Manager's absence. The Project Manager and/or the Alternate will be available during normal office hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard/Pacific Daylight time as applicable). Additional work hours may be required under exceptional circumstances.

The assigned Project Manager and Alternate Project Manager cannot be substituted at any time during the period of the Contract without the written consent of the Regional Board.

Throughout the Project, the successful Proposer will:

- Provide project development, documentation, management and administrative consulting services and will be responsible for their labor, supervision, travel, materials, and other expenses required to research, plan, design, document and present the Project deliverables.
- Coordinate and control diverse workgroups, agencies and identify, document and achieve objectives within approved schedule and costs.
- Control activities as required completing the work necessary to achieve the Project objectives within contracted delivery and cost schedules.

3. DELIVERABLES MANAGEMENT

Throughout the Project, the successful Proposer will:

- Conduct oral briefings on the specific contents of each deliverable for the User and Technical Teams and provide a mechanism and period of time to capture comments and recommendations before producing final draft

documents for review and comment by the Advisory Committee.

- Make an oral presentation to the Partnership Board of Directors for final comment, following review of the final draft of each deliverable by the Advisory Committee.
- Publish and deliver a finished product with any review comments.

2. WORK PERFORMED BY THE CITY

The City has assigned a Regional Project Manager (RPM) to oversee the successful Proposer's work and provide support as needed. The City's RPM will coordinate with the regional partners, whose tasks include:

- The Partnership's Board of Directors will approve all deliverables of the Project.
- The Regional Advisory Committee will work with the Regional Project Manager and the Successful Proposer to identify the members and structure of the User and Technical Teams.
- Various regional groups will provide information and will participate in the development and review of the Project deliverables.

3. DELIVERABLES

Deliverables shall be considered those tangible resulting work products that are to be delivered to the Partnership such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at:

<http://www.portlandonline.com/omf/index.cfm?c=37732>

Final submission of reports and documents shall require eight (8) original printed copies and one electronic copy on CD-Rom presented in the file format for the most current version of the following applications: Microsoft Project, Microsoft Visio, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, or AutoCAD. Other file formats must be approved in advance by the Partnership.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

Phase 1 – Analysis

This phase's deliverables will be a User Needs Assessment Report, Legacy Systems Characterization Report, Systems Alternatives and Recommendation Report.

Needs Assessment Report

The report will define (1) desired voice radio and (2) mobile data radio system capabilities. The Needs Assessment Report will include:

- The present and future voice needs through 2025 for both portable and mobile radios including in-building coverage where required.
- The present and future mobile data requirements. The technical network needs of the mobile data applications currently in use by the Partnership and their participating agencies to help define the needs of a future common data radio network.
- A prioritized tabulation, descending from the highest to the lowest level, of the needs which have been identified above.
- A summary of the requirements that are essential to meet operational needs and those that are desirable but not considered as critical.
- A description of the analysis methodologies employed, the identification of goals and objectives, and a documentation of the process and findings.

Legacy Systems Characterization Report

This is a comprehensive report on the capability, life expectancy, and options for continued use. It will contain:

- Assessment of microwave and network systems components in use
- Antenna sites analysis
- Engineering data and drawings for coverage, traffic, microwave path, etc.
- Assessment of equipment conditions for re-use
- Summary of frequency analyses.
- Equipment inventory
- Upgrade capabilities

System Alternatives and Recommendations Report

This report will contain:

- The survey results of viable solutions.
- Advice on adopting P-25 standard.
- Description of current voice technology and the pros and cons of upgrading or migrating.
- Description of current data technology and the pros and cons of upgrading or migrating.
- Cost estimate comparisons
- Comparison of alternative solutions and strategies
- Explanation of the evaluation criteria used and how it was applied to each element

Phase 2 – Conceptual Design

Functional Requirements Report

This deliverable will document a comprehensive set of functional requirements for the development of each Program segment expressed in such a manner that they can be used as specifications for subsequent engineering development of the Program.

The report will also include a section for each of the areas listed below which includes:

- Quantitative/qualitative research information.
- Analysis of the presented information.
- Conclusions and appropriate recommendations including criteria used to arrive at the conclusions.

Conceptual Design – Voice and Data Radio Systems Report

This report will contain:

- Preliminary engineering design drawings, diagrams, and schematics for the recommended system solution.
- Channel loading statistics for voice radio and mobile data systems.
- A channel plan, a frequency reuse strategy, channel capacity and the number of channels required. The channel plan will include all of the

planned operational talk groups.

- RF coverage requirements, RF propagation maps and data for existing and potential radio sites.
- A microwave networks design.
- Hardware and software quantities.
- Top-level system performance and operational objectives, and measurement tools.
- A plan for a phased implementation or migration approach, including detailed information on transition with costs and timelines for each phase.

Cost Analysis Report

This report will contain:

- A cost decision matrix for start-up costs and “Total Cost of Ownership”
- A revised timetable for the Program's financial requirements.

Concept of Operations Document

This document bridges the gap between the user's needs and visions and the developer's technical specifications. This document describes the proposed System(s) and facilities and concepts for their use, management, maintenance, operation and sustainability. The final document should include :

- A description of the existing systems and facilities that are to be upgraded and/or replaced; provide justification for the upgraded and/or new systems and facilities and any restrictions; and describe the proposed System(s) and facilities and concepts for their use, management, maintenance, operation and sustainability.
- A description of user's operational needs in layman's terms without excessively detailed technical issues.
- Documentation of System's characteristics and the user's operational needs in a manner that can be verified by the user without requiring any technical knowledge beyond that required to perform normal job functions.
- User's stated desires, visions, and expectations without requiring quantifiable testable specifications.
- A description of design constraints, the rationale for those constraints, and the range of acceptable solution strategies.

Phase 3 – Business Plan

Business Plan Report

This report will contain:

- The Partnership Program goals and objectives.
- The options for a long term governance plan.
- A strategy for acquiring the services, equipment and facilities necessary to achieve the Partnership mission.
- Lifecycle support models for operating and maintaining new systems and facilities through 2025.
- A cost sharing model for sustaining new systems and facilities in the future.
- Systems operating, maintenance and replacement cost projections to 2025.

- Staffing models for System(s) maintenance and engineering support functions.
- Description of Program risks and a management plan to address risks.
- Estimates of the cost to implement the Program goals and objectives and a timetable for bond sales to achieve the implementation.
- A frequency spectrum and channel plan.
- A non-financial constraint matrix.
- A financial matrix.
- An implementation strategy and sequence recommendation.

4. PLACE OF PERFORMANCE

Contract performance will take place at the Proposer's facility and, as appropriate, work will be performed at various Partner facilities, a third-party location or any combination thereof.

5. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work immediately upon contract execution. Anticipated work to begin by July 1, 2009. Submittal of final deliverables is due to the City by August 31, 2010.

Proposals containing an earlier completion timeline of the deliverables are acceptable and encouraged.

6. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. The Advisory Committee have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

7. INSURANCE

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City and Partnership. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice from the successful Proposer or its insurer(s) to the City.

Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (firms with one or more employees, unless exempt under ORS 656.027).

General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the Partnership (City of Portland, Washington County Consolidated Communications Agency (WCCCA), Clark Regional Emergency Services Agency (CRESA), Clackamas County 800 Radio Group (C800)) and their agents, officers, and employees are Additional Insureds but only with respect to the successful Proposer's services to be provided under this Contract.

Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Professional Liability Insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the Services under this Agreement will be maintained. The coverage shall be placed with an insurer with an AM Best Rating of A-VII or better and shall include the following coverage parts:

Technology Products & Services E&O -Information Security & Privacy Liability for Service Provided to Others

Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of Products, Services and Licensed Programs under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than USD \$1,000,000 (one Million U.S. dollars) and shall remain in effect for not less than three (3) years following the date of termination of this Agreement. Evidence of coverage must be sent to the City for three years following termination of this agreement.

Certificates of Insurance: As evidence of the insurance coverage's, the successful Proposer shall furnish acceptable insurance certificates to the City and Partnership at the time signed contracts are returned to the City. The certificate will specify all of the parties who are Additional Insured's and will include the 30-day cancellation clause as identified above. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION C

1. INDEX

ATTACHMENTS

Exhibit A	First Tier Subconsultant Disclosure Form (submit with proposal)
Exhibit B	Project Background and Additional Information
Exhibit C	PTE IT Model Contract (including Exhibits A through C)

2. SAMPLE CONTRACT

The Professional, Technical and Expert Services Information Technology Contract is the City's standard contract and will be used as a result of this selection process. A sample contract is included as Exhibit C.

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

There will be no pre-submittal meeting or site visit scheduled for this project.

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is February 24, 2009.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Kathleen Hinick
City of Portland
Bureau of Purchases
1120 SW 5th Ave, Suite 750
Portland, OR 97204

E-mail: khinick@ci.portland.or.us
Phone: (503) 823-6880
Fax: (503) 823-3991

SECTION B

PROPOSAL SUBMISSION

1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the Proposer. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

2. PROPOSAL

Proposals must be clear, succinct and not exceed **40** pages. Type font cannot be less than 10 point in size. First Tier Disclosure Form, section dividers, title page, and table of contents do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats, or pages beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Diversity in Employment and Contracting Requirements
6. Proposed Cost
7. Supporting Information
8. A completed First Tier Disclosure Form (Exhibit A) (does not count towards page limit)

SECTION C

EVALUATION CRITERIA

1. COVER LETTER

By submitting a response, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP) and the Standard Contract Provisions of the Professional, Technical and Expert Services IT contract.

The Cover Letter must include the following:

- RFP number and project title
- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email addresses

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

BUSINESS COMPLIANCE

The Proposer must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

Certification as an EEO Affirmative Action Employer

All Proposers must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. Failure to receive EEO certification prior to the date and time of bid opening may result in delaying the award of the contract. Details of certification requirements are available from the Bureau of Purchases, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com/omf/purchasing>

Non-Discrimination in Employee Benefits (Equal Benefits)

Proposers are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to contract award; otherwise your

proposal may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

Fill out the form properly. You may call the Bureau of Purchases at 503-823-6855 to ensure you correctly complete the form. You may also call the contact listed on the front page of this solicitation document for assistance.

There are five options on the Worksheet/Declaration Form to pick among. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.

Option D is only used if you have an official waiver from the City. Waivers are only issued by the Bureau of Purchases.

The Form provides the City your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

Business License

All Proposers must be in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

If your firm currently has a business license and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number as well as the Equal Employment Opportunity (EEO) expiration date.

2. PROJECT TEAM

Provide information outlined below about the proposed Project team:

- Size of firm and date of formation
- Approximate number of people to be assigned to the Project; percentage of employee resources this represents for Proposer's firm.
- Extent of company's principal member's involvement.
- Team qualifications and experience on similar or related projects:
 - o qualifications and relevant experience of prime consultant
 - o qualifications and relevant experience of sub-consultants, if any
 - o project manager's experience with similar projects
- Names of key members who will be performing the work on this Project, and:
 - o their responsibilities on this Project
 - o current assignments and location
 - o experience on similar or related projects
 - o unique qualifications
 - o percentage of their time that will be devoted to the Project

Management Approach

Describe or provide a detailed description of firm's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.

Include organizational charts, a statement regarding lines of authority and responsibility, and a statement regarding how the Proposer's firm is prepared to respond promptly to problems and any changes to scope of work.

Key Personnel

Describe the education background, directly related work experience, professional development, and demonstrated performance record of the proposed key personnel: project principal, project manager and key project team members, including any sub-consultants. Provide key personnel's resumes that demonstrate that the individual(s) meets the qualification and experience requirements for performing the work outlined in Part I, Section B.

3. PROPOSER'S CAPABILITIES

- Describe similar projects performed within the last five years, which best characterize firm's capabilities, work quality and cost control.
- Describe similar projects with other government agencies.
- Describe firm's resources available to perform the work for the duration of the Project and other on-going projects.
- Describe firm's internal procedures and/or policies associated or related to work quality and cost control.
- Describe firm's management and organizational capabilities.

4. PROJECT APPROACH AND UNDERSTANDING

- Describe the proposed work tasks and activities, the methodology that will be used to accomplish them, and identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with City staff.

- Identify the time frame estimated to complete each task

5. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

The City is committed to increasing contracting opportunities for State of Oregon certified minority, women and emerging small business (M/W/ESB) enterprises. The City values, supports and nurtures diversity, and encourages any firm contracting with the City to do the same, maximizing M/W/ESB business participation with regard to all City contracts. As such, the City has established an overall 20% utilization goal in awarding PTE contracts to State of Oregon certified emerging small business (ESB) enterprises and has assigned at least 15% of the total points available on this solicitation to determine the award of this contract. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this Project, or plans to employ minorities and women to work on this Project.
 - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this Project.
- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of certified M/W/ESB firms on this Project. Include in your response:
 - Subcontracting opportunities your firm has identified in the scope of this Project.
 - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?
 - Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.

- Other efforts your firm used or proposes to use in relation to this Project.
- e. If your firm will be utilizing certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal. In addition, **all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1** in their proposal, which requires Proposers to identify the following:
- The names of **all** subconsultants to be used on this project with subcontracts greater than or equal to \$10,000.
 - The names of all State of Oregon certified MBE, WBE and ESB firms. If firms have more than one certification (i.e., ESB and MBE, and/or ESB and WBE) note that on the form so that proper credit can be given for the ESB goal and for tracking MBE and WBE utilization.
 - The proposed scope or category of work for each subconsultant.
- If Proposers will not be using any subconsultants that are subject to the above disclosure requirements, Proposers are required to indicate “**NONE**” on the First Tier Subconsultant Disclosure Form 1.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals. The City will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer, and the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent originally proposed and submitted in its proposal. The successful Proposer will not be permitted at any time to substitute or add a subconsultant without the prior written approval of the Purchasing Agent. ALL subconsultants, including M/W/ESB firms, and first tier subconsultants shall be reported on the Monthly Subconsultant Payment and Utilization Report as well as contract amounts and payments. For reference, a copy of this form may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851> .

6. PROPOSED COST

The price proposal shall include:

- the Proposer's total fixed-price estimate for the proposed project approach irrespective of the City's anticipated cost, including reimbursable expenses,
- estimated cost breakdown
 - by phase,
 - by deliverable,
 - not to exceed reimbursable expenses, (See Sample Contract Travel Policy)
 - the hourly rates of each person associated with the Project by their role(s)
 - the estimated number of hours each staff member will be expected to work on each deliverable.

7. SUPPORTING INFORMATION

Supporting material must include a minimum of **five (5)** references, and may include other information about similar project work performed. References must include the contact person's name, agency, address, and phone number, their role in the project (e.g., project manager, etc.), name of the project and when the work was done.

PART III

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA SCORING

Each proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

Criteria		Maximum Score
a.	Cover Letter	0
b.	Project Team	15
c.	Proposer's Capabilities	20
d.	Project Approach and Understanding	30
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	15
g.	Supporting Information and References	5
Total Points Available		100

2. PROPOSAL REVIEW

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the committee members will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating proposals.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of ten (10) working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, may be selected for oral interviews or follow-up questions if deemed necessary. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- e. If oral interviews or follow-up questions are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the City's sole discretion, communications with members of the evaluation committee, the Partnership, other City staff or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the Portland City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

NOTE: In the City's discretion, litigation between the City and a Proposer shall be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored.

Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

**3. CLARIFYING PROPOSAL
DURING EVALUATION**

During the evaluation process, the City has the right to require any clarification or change its needs in order to understand the Proposer's view and approach to the project and scope of the work.

SECTION B

CONTRACT AWARD

**1. CONTRACTOR
SELECTION**

The City will negotiate and, if successful, award a contract to the highest scoring Proposer. Should the City not reach a favorable agreement with the highest scoring Proposer, at the City's sole discretion, the City shall terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

**2. CONTRACT
DEVELOPMENT**

The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be the City's Contract for PTE Services, attached to this RFP as Exhibit C.

**3. AWARD REVIEW AND
PROTESTS**

REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret and meeting the requirements of ORS 192.501(2) will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the Purchasing Agent only for contracts in excess of the formal limit established by the City Auditor (reference <http://www.portlandonline.com/omf/index.cfm?a=74585&c=27353>), and only from those Proposers who would receive the contract if their protest were successful.

Protests must be received by the Purchasing Agent within seven (7) calendar days UNLESS OTHERWISE NOTED following the date of the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. The contract award process will be put on hold until the protest has been resolved.

Timely protests must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Purchasing Agent may waive any procedural irregularities that had no material affect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Purchasing Agent shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Purchasing Agent are final and conclude the administrative appeals

process.

4. KICK-OFF MEETING

If requested by the City, the successful Proposer shall begin work by attending an orientation meeting to take place within **five** days following execution of the contract. The successful Proposer shall then develop and maintain a comprehensive schedule for all elements of the project.

EXHIBIT A

CITY OF PORTLAND PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES FIRST TIER SUBCONSULTANT DISCLOSURE FORM

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the use of subconsultants on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information
- 2) State of Oregon M/W/ESB designation
(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>)
- 3) The proposed scope or category of work that the subconsultant will be performing
- 4) The amount of the subconsultant's contract

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

ATTACHMENTS: Form 1: City of Portland PTE First Tier Subconsultant Disclosure Form

**CITY OF PORTLAND
PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM
(FORM 1)**

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that subconsultant.

Proposer Name: _____

Proposed Cost: _____

RFP Number: _____

Project Name: _____

SUBCONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$

NOTE:

- 1) If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 2) All subconsultants with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*: <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>.

Exhibit B – Project Background and Additional Information

1. INTRODUCTION

There are currently three Motorola 800MHz Trunked simulcast analog public safety voice and data radio systems serving the Portland, Oregon region. These systems were constructed in the 1990 to 1993 time frame to serve Washington County, OR; City of Portland/Multnomah County, OR; and Clark County, WA. In 2003 Clackamas County, OR constructed a system to serve the county in partnership with Washington County, OR as an expansion of the Washington County system.

Though the Clark, Portland, Washington, and Clackamas systems are separate systems, there has been a deliberate and focused cooperation between the systems agencies to insure interoperability of the systems. The coalition consists of the following systems:

- ❖ The City of Portland / Multnomah County, OR system is owned, managed and maintained by the **City of Portland**.
- ❖ The Washington County, OR system is owned, managed, and maintained by a partnership (Washington County Consolidated Communications Agency – **WCCCA** - an ORS 190 organization) of the public safety agencies serving the county.
- ❖ The Clark County, WA system is owned, managed, and maintained by a partnership (Clark Regional Emergency Services Agency – **CRESA** – an RCW 39.34 inter-local agreement) of the public safety agencies serving the county.
- ❖ The Clackamas County, OR system is owned by a partnership (Clackamas County 800 Radio Group – **C800** - an ORS 190 organization) of the public safety agencies serving the county and is managed and maintained by WCCCA via an inter governmental agreement (IGA).

The Public Safety Agencies that are involved in this Program serve and protect an area in excess of 4,000 sq miles with over 2 million citizens in the Portland, Oregon and Southwest Washington region. These agencies include seven Law Enforcement agencies and ten Fire/EMS agencies in Clackamas County, six law enforcement and six Fire/EMS agencies in Multnomah County, ten Law Enforcement agencies and ten Fire/EMS agencies in Washington County, and eleven Law Enforcement agencies and fourteen Fire/EMS agencies in Clark County, Washington.

On September 1, 2008 the City of Portland, WCCCA, CRESA, and C800 established the Portland Regional Radio System Partnership (Partnership) an Oregon ORS 190 organization. The Partnership was established initially to plan for the development, implementation, governance, and operation of a unified Regional Public Safety Radio System to serve the geographic area encompassed by Clackamas, Multnomah, and Washington Counties of Oregon State and Clark County of Washington State (along with future Partners) and to integrate with the Oregon statewide OWIN system and the Washington State Homeland Security Region IV Interoperable Radio System.

The Partnership is planning a Program to collectively upgrade and/or replace the region's public safety voice and data radio systems with a digital 700/800 MHz system. It is anticipated that the voice system would be a trunked radio system and would adhere to the current national ANSI/TIA 102 series digital Project 25 (P25) standards for trunked operation and for the P25 Inter-subsystem Interface (ISSI). The ISSI will assure that the system will be capable of seamless interconnection to all other P25 compliant trunked radio systems that may be established in Oregon and/or Washington, Idaho, California.

There are also non-public safety public service government agencies utilizing the systems which include schools, public works agencies, ODOT, TriMet, Bonneville Power Administration, and the Port of Portland, including the Portland Airport. All of the agencies served are highly dependant on continued robust voice and data radio communication systems.

2. BACKGROUND

The regions' public safety first responders rely on many tools to provide quality policing and fire services for the region. None is more important for their safety and efficiency than their ability to communicate on demand, in real time, with a

reliable voice and data communications system. The primary concern of our public safety agencies is the safety and protection of the citizens of the Portland/SW Washington region. Our success requires effective, collaborative, interdisciplinary, and intergovernmental coordination. The greater the crisis, the more our seventy - four public safety agencies need an efficient, coordinated response. Because such emergencies rarely respect geographic and political boundaries, public safety agencies of other communities, as well as other state and federal agencies, may also need to respond. To aid the public quickly and effectively by functioning as a team, these responders need real-time communication with each other. The three communications systems currently serving the agencies offer a good level of interoperable voice communications and coordinated response to incidents. The region needs a great level of interoperable voice and data communications so as not to jeopardize public safety and homeland security.

3. VISION

Our vision is to plan, design, and engineer, procure, implement, maintain, and support a regional communications network that will service the needs of the agencies. The proposed System is expected to be scalable to allow the addition of state and federal agencies with resources to further expand the Program. Other governmental departments may also be allowed to migrate to the System as need and resources permit.

The System will provide all of the components of standards based digital voice and data radio communications network(s) to meet the needs of the local public safety community.

Widespread on-street portable voice radio coverage is desired throughout the populated areas of the region.

Enhanced in-building coverage is required for specific need areas and functions. The City of Portland, City of Vancouver, and other areas of the region have multi-story and complex structures that require the on-street radio coverage be enhanced to a level that will accommodate in-building coverage. Additionally, firefighters have unique fire ground incident communications requirements for communicating between the incident commander and on scene firefighters that will have to be provisioned in a new communications system.

The City of Portland, CRESA, and WCCCA, operate a 9-1-1 Public Safety Answering Point (PSAP) public safety dispatch operations, and the County Emergency Operations Center serving their county respectively. Clackamas County has two 9-1-1 Public Safety Answering Points, public safety dispatch operations, and Emergency Operations Centers – CCOM / Lake Oswego serving the county.

Maintenance and operating costs are to be shared by the Partners' agencies.

4. OBJECTIVES

Our objectives include:

- Reuse of existing infrastructure such as communication shelters, antenna structures, antenna, microwave and other communications network resources and facilities to minimize costs and lessen environmental impact.
- Deployment of a "standards" based system that will provide for compatibility with other standards based systems in the State such as OWIN.
- Deployment of a digital 800MHz or 700MHz trunked radio system operated throughout the region. Channel resources in the 800MHz band are already licensed to Partners' agencies.
- Provide a high performance data communications network to support mission critical applications.
- Upgrade subscriber equipment at Participating Partners.
- Upgrade dispatch center radio dispatch consoles

5. MISSION, VALUES AND GOALS

Mission

Development, implementation, and operation of a unified regional public safety voice and data radio system to serve the geographic area encompassed by Clackamas, Multnomah, and Washington Counties of Oregon State and Clark

County of Washington State, and to integrate with the Oregon statewide radio system currently being planned, OWIN, and the Washington State Homeland Security Region IV Interoperable Radio System.

Values

In our effort to accomplish our mission, the Partnership participants value:

1. Our partner agencies;
2. Cooperation, coordination and compromise required to make this Program a success;
3. The safety of the regions residents;
4. The safety of our public safety officials;
5. Homeland security;
6. Coordinated emergency response;
7. Voice and data communications interoperability;
8. Standardized terminology, codes, plans, procedures and protocols that will improve delivery of emergency services;
9. Exemplary stewardship of public funds; and
10. Shared responsibility for maintaining and operating deployed systems.

Goals

1. Develop a business plan for the Partnership that includes a concept of operations, conceptual design, budget analysis, System performance specifications, and an operating and maintenance plan.
2. Assess the wireless communications needs of first responders within the region, including the demand to coordinate between agencies and to use satellite-positioning technology to maximize the safety of the public and of the first responders.
3. Facilitate the execution of intergovernmental agreements between the Partners, Partner's agencies, and the partner jurisdictions obligating each with specific responsibilities that will further the implementation, operation, support and maintenance of the Partnership's components.
4. Develop policy, procedures and expenditures that will further the regional Program in a manner benefiting the citizens of the region and the public safety community.
5. Acquire supplemental federal funding.
6. Invite participation in the regional radio system by other self-funded local, county, state and federal agencies.
7. Improve communications interoperability between the Partners, Partners' agencies and other state and federal agencies with whom they must communicate.
8. Implement a voice communications network that utilizes modern, state-of-the-art technology to support the voice communications needs of the Partnership.
9. Provide a working level of widespread on-street voice radio coverage throughout the region and enhanced in-building penetration within require areas. The proposed systems will be able to accommodate enhancements to extend coverage outside the region for those agencies with service areas outside the region.
10. Implement a data communications network, network standards, policies and procedures to provide widespread wireless data on-street coverage to support the computer aided dispatch, mobile incident reporting, and automatic vehicle locator applications deployed by the Partners and the Partners' agencies.
11. Upgrade the five 9-1-1 dispatch center voice communication consoles to be compatible with the new radio system.

6. INTEROPERABILITY

The system will allow for "interoperability", which means first responders from different agencies and disciplines can talk directly, in real-time to each other, to better coordinate emergency response activities. The Partnership has adopted the following definition of interoperability to guide our activities.

The ability of Partner public safety service providers - law enforcement, firefighters, EMS, and emergency management - to establish voice communications with staff from other responding agencies on demand and in real time, to exchange information according to a prescribed method in order to achieve predictable results; and,

The ability of Partner users to interact with non-Partner public safety service providers on separate communications networks to exchange information according to a prescribed method in order to achieve predictable results via network gateways or other technical interconnectivity solutions.

7. Partnerships

The regional public safety voice and data communications network will serve an area in excess of 4,000 sq miles with over 2 million citizens in the Portland, Oregon and Southwest Washington regions. This includes the agencies listed below in Clackamas County, OR, City of Portland/Multnomah County, OR, Washington County, OR and Clark County WA. Further due to the partnership with the State of Oregon it will also serve many additional agencies. Collectively these entities are responsible for providing public safety and emergency management services to the region's populace, and most specifically to their individual jurisdictions. The following list of public safety agencies are participating in the regional public safety communications network:

Law Enforcement - Clackamas County

Canby
Clackamas County Sheriff
Gladstone
Lake Oswego
Molalla
Oregon City
Sandy
United State Forest Service
West Linn

Fire/EMS - Clackamas County

Boring
Canby
Clackamas
Colton
Estacada
Gladstone
Hoodland
Lake Oswego
Molalla
Sandy
American Medical Response

Law Enforcement - Multnomah County

Portland
Gresham
Multnomah County Sheriff
Troutdale
Fairview
Port of Portland
Milwaukie - Police
Multnomah County -Community Justice

Fire/EMS - Multnomah County

Portland
Corbett
Sauvie Island
Port of Portland Airport
American Medical Response

Other Organizations – Multnomah County

Assn. Portland Progress/Portland Patrol Inc.
Centennial School District
David Douglas School District
Milwaukie - Public Works

ODOT
Parkrose School District
Portland Community College
V.A. Hospital

Law Enforcement - Washington County

Beaverton
Cornelius
Forest Grove
Hillsboro
King City
North Plains
Sherwood
Tigard
Tualatin
Washington County Sheriff

Fire/EMS - Washington County

Cornelius
Forest Grove
Gaston
Hillsboro
Banks
Tualatin Valley
Washington County
Metro West Ambulance

Law Enforcement - Clark County (11)

Vancouver Police Department
Clark County Sheriff's Office
Camas Police Department
Battle Ground Police Department
Ridgefield Police Department
La Center Police Department
Washougal Police Department
Burlington Northern Santa Fe Railroad Police
Washington State University Police
Clark County Fire Marshal
Washington State Department of Corrections

Fire/EMS - Clark County

Vancouver Fire Department
Clark County Fire District 3
Clark County Fire District 6
Clark County Fire District 10
Clark County Fire District 11
Clark County Fire District 12
Clark County Fire District 13
Camas Fire Department
Washougal Fire Department
East County Fire & Rescue
Cowlitz-Skamania Fire District 7
American Medical Response
Camas Ambulance
North Country EMS

Dispatch Centers

Clackamas County – CCOM / LOCOM
City of Portland – BOEC
Washington County – WCCCA
Clark County – CRESA
Port of Portland – Airport

8. SERVICE LIFE AND SUSTAINED MAINTENANCE

The System(s) purchased are expected to have a supported service life through 2025 and to be compatible to the maximum extent practical with evolving technological innovations that can be reasonably foreseen. A plan for annual operating and maintenance cost sharing will be developed for the Partnership Board's approval.

9. COOPERATION WITH STATE AND FEDERAL AGENCIES

State and federal agencies, as well as surrounding counties, will be invited to participate in the interest of developing a regional System that can easily accommodate federal and state agencies and/or promote interoperability with systems deployed by those representatives.

10. HOMELAND SECURITY

Development of the public safety communications system will cooperate to the maximum extent possible with the efforts of the Federal government to increase Homeland Security.

**EXHIBIT C
PTE CONTRACT (IT)**

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
CONTRACT NO. _____
SHORT TITLE OF WORK PROJECT: RADIO SYSTEM PLANNING**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and **CONTRACTOR** hereafter called Contractor. The City's Project Manager for this contract is _____.

Effective Date and Duration

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from **Month Day, Year to Month Day, Year** with the City's option to extend for **Number of Years (#)** years for a contract total of **Number of Years (#)** years.

Statement of Work

- (a) The statement of work is contained in EXHIBIT _____ attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT _____, Contractor's Proposal

Consideration

- (a) City agrees to pay Contractor, at the rates set forth in Exhibit _____, Contractor's price proposal, a sum not to exceed **Click Here and Type** for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

=====

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer ID #: _____ Business License # _____

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership

☐ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and employer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____

Signature/Title Date

=====

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner: _____

Elected Official or Delegate Date

Approved as to Form
by City Attorney: _____

Office of City Attorney Date

**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence (07/08)

This Agreement consists of the terms and conditions of this Contract, any Exhibits, Attachments and Schedules and, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal which are attached to and incorporated by reference. In the event there is a perceived or actual conflict between the terms and conditions of one portion of this Agreement with another portion of the Agreement, the conflict will be resolved by designating which portion of the contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be, with 1 being the highest priority:

1. Amendments to this Contract
2. This Contract
3. Change Order
4. Task Order
5. Exhibit A, Statement of Work
6. Exhibit B, Independent Contractor Certification Statement
7. Exhibit C, Insurance Certificate
8. Exhibit D, Price
9. City RFP # 109953 (including any addenda issued)
10. Contractor's Proposal

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete Exhibit B, Independent Contractor Certification Statement, which is attached hereto and by this reference made a part hereof.

(a) Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this Agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings,

photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Non-Conflict of Interest

Contractor agrees that no conflict of interest exists. A conflict of interest is identified as a situation, in which the Contractor has, or appears to have, a financial relationship, or has a family relationship with any firm which may provide design, construction and/or implementation of components for the Regional Voice and Data Public Safety Radio System Replacement Project.

a) A family relationship means that the Contractor is related by marriage, or domestic partnership, and includes relationships such as children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, and brothers-in-law.

b) Financial relationships include involvement of the Contractor in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Contractor would obtain a monetary benefit if a favorable contract was executed.

15. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

17. Warranty (a) Contractor warrants that the work performed under this Contract will meet the standards of skill and diligence normally employed by professional engineers or consultants performing the same or similar services, that work will be free from errors and from defects in workmanship and materials, and that deliverables shall conform to the performance standards, specifications, functions and other descriptions and standards applicable thereto as set forth in the Statement of Work. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

(b) Contractor warrants it has complied and shall comply with all applicable law in connection with the execution, delivery, and performance of this Contract and shall not contravene the terms of any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of this Agreement, there are no actual or threatened legal actions with respect to the matters in this Agreement.

18. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without reference to its conflict of laws provisions. Any action or suits involving any question arising under this contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

19. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

20. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

21. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

22. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

23. Written Notifications

All notices to, and other written communication between, the Parties to this Agreement shall be deemed received five (5) days after being sent by first class mail, or upon receipt when sent by courier services or by fax transmission with telephone confirmation of receipt. All notices and written communications shall be sent to the Parties set forth below, or to such other places as they may designate by like notice from time to time:

For the City:

Name:

Title:

Address:

City, State:

e-mail:

Copy to:

Name:

Title:

Address:

City, State:

e-mail:

For Contractor:

Name:

Title:

Address:

City, State:

e-mail:

Copy to:

Name:

Title:

Address:

City, State:

e-mail:

24. Conflict of Interest. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under the Agreement.

25. Return of Parties' Property. When the Agreement or any Task/Change Order placed pursuant to the Agreement is terminated or expired, each Party shall return to the other all papers, materials, and properties of the other Party then in its possession. The City will retain one (1) copy of the documentation for the express purposes of public record archiving.

26. Notice of Change in Financial Condition. Contractor must maintain a financial condition commensurate with the requirements of the Agreement. If, during the Agreement, Contractor experiences a change in its financial condition which may adversely affect its ability to perform, or changes the ownership or control, the City shall be immediately notified in writing. Failure to notify the City of such a change in financial condition or change in ownership or control is sufficient grounds for terminating the Agreement.

27. Confidentiality.

(a) "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA) and (7) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

(b) Maintenance of Confidentiality. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use Confidential Information exclusively for the City's benefit and in furtherance of the goods and/or services provided by Contractor. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. Contractor shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents of Contractor who need to know the Confidential Information in connection with the City Project/Network, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use Confidential intellectual property of the City without the City's prior written consent.

(c) Scope. This Agreement shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. This Agreement shall not apply to Confidential Information which (1) is or later becomes part of the public domain without breach of this Agreement and through no wrongful act of Contractor, (2) Contractor rightly receives from a third party, or (3) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Agreement or the date of any access or exposure to any Confidential Information. Contractor's obligations under this Agreement shall survive termination.

(d) Equitable Remedies. Contractor acknowledges that unauthorized disclosure of City Confidential Information or misuse of the City System or Network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

(e) Contractor's Confidential Information. During the term of the Agreement, Contractor may disclose to the City, certain confidential information pertaining to Contractor's business ("Confidential Information"). Contractor shall be required to mark "CONFIDENTIAL" with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The City shall not be deemed to have breached this Section if (a) Confidential Information later becomes part of the public domain through no act or omission of the City; (b) is required to be disclosed under operation of law; or (c) the City lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality.

28. Public Records Request. Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submits to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Law. Subject to the following conditions, the City agrees not to disclose any information Contractor submits to the City that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as Confidential. The City's commitments to maintain certain information

confidential under this agreement are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

29. Survival. All obligations relating to confidentiality; indemnification; publicity; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Agreement prior to termination (except that payments for services not performed by the date of termination shall be prorated) shall survive the termination or expiration of this Agreement and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City. Nothing in this Agreement shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior written approval of the City Attorney's office.

OPTIONAL PROVISIONS (selected by City Project Manager)

30. Arbitration: /___/ Applicable /___/ Not Applicable (consult with City Attorney's Office before finalizing as applicable) (a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator. (b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

31. Progress Reports: /___/ Applicable /___/ Not Applicable The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

32. Contractor's Personnel: /___/ Applicable /___/ Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the City.

33. Subcontractors: /___/ Applicable /___/ Not Applicable The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

34. TRAVEL /___/ Applicable /___/ Not Applicable

(a) Reimbursement. Contractor may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with personnel assigned to provide services for the City on the City's Site. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate, and required by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

(b) Commercial Air Travel. Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. The City shall reimburse Contractor for one round trip to the subject work location, unless otherwise agreed to by the City in writing. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Contractor personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.

(b) City of Portland, Bureau of Technology Services Security Standards. Specifically Contractors must comply with Technology Services, Information Security Administrative Rules. These rules are located at:

<http://www.portlandonline.com/auditor/index.cfm?c=26821>

(c) Additionally, Contractors who are third party providers of software which processes and/or interacts with credit card account numbers on behalf of the City or who have access to data held on such software must maintain and demonstrate compliance with Payment Card Industry- Data Security Standard (PCI-DSS). The most current version is 1.2. These standards are maintained at www.pcisecuritystandards.org

38. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

EXHIBIT A

**Statement of the Work
and
Payment Schedule**

SCOPE OF WORK

CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (Exhibit A1 attached hereto) reporting ALL subcontractors employed in the performance of this agreement.

COMPENSATION

MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. Solicitation No. _____ 2. Contract No. _____ 3. Prime Consultant _____

4. Contract Amount _____ 5. Report Dates: Beginning __/__/__ Ending Dates __/__/__ 6. Project Name _____

7. Progress Report No. _____

8 ALL SUBCONSULTANT NAMES APPEARING ON ORIGINAL FIRST-TIER SUBCONSULTANT DISCLOSURE FORM	9 ORIGINAL SUBCONSULTANT AMOUNT (\$)	10 AMENDED SUBCONSULTANT AMOUNT (\$)	11 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	12 TOTAL PAYMENTS TO DATE (\$)

SUBCONSULTANTS ADDED AFTER PROJECT AWARD (Must be EEO Certified with the City of Portland)*

13 SUBCONSULTANT NAME (LIST ANY SUBCONSULTANTS NOT LISTED ABOVE)	14 NATURE OF WORK	15 STATUS MBE, WBE OR ESB	16 SUBCONSULTANT AMOUNT	17 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	18 TOTAL PAYMENTS TO DATE (\$)

*CHANGES TO CONTRACT: Before replacing, substituting, or adding any subconsultant, please contact the **PTE Compliance Specialist**

Please note: Explanations and additional instructions for completing this report are on the reverse side.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR FIRM IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Consultant Representative _____ Date _____

Submit with invoice by the 15th of the month to the City's Project Manager AND City of Portland, Bureau of Purchases, Contract Compliance Specialist, 1120 SW 5th Avenue, Room 750, Portland, OR 97204

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **SOLICITATION NUMBER:** Enter City of Portland solicitation number.
2. **CONTRACT NUMBER:** Indicates the contract number assigned by the City Auditor for this project.
3. **PRIME CONSULTANT:** Indicate the name of the prime consultant.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month (i.e. 1/1/02 thru 1/31/02); reports should be sequential and not overlap.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and sequential numbers for reports submitted thereafter.
8. **ALL SUBCONSULTANT NAMES:** List the names of all subconsultants listed on the original First-Tier Subconsultant Disclosure form as submitted at solicitation due date.
9. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subconsultant at time of award.
10. **AMENDED SUBCONSULTANT AMOUNT:** This amount should be the total dollar value (original subconsultant amount plus any additions or deletions) of the subcontract.
11. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
12. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant.

SUBCONSULTANTS ADDED AFTER PROJECT WAS AWARDED

13. **SUBCONSULTANT NAME:** Please list any subconsultants not appearing on original disclosure form.
14. **NATURE OF WORK:** Briefly describe subconsultants work (i.e. CAD drafting, environmental testing, etc.).
15. **STATUS:** Indicate the appropriate M/W/ESB status of each subconsultant listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the State at time of contract award. Leave blank for non-certified firms.
16. **SUBCONSULTANT AMOUNT:** Indicate the dollar amount of the subcontract.
17. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
18. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant

COMMENTS (Include why any payment amounts made to a subconsultant are less than that requested by the subconsultant).

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

EXHIBIT B INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature _____ Date _____ Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below)

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

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2. _____ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

3. _____ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : _____

Professional Liability Insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the Services under this Agreement will be maintained. The coverage shall be placed with an insurer with an AM Best Rating of A-VII or better and shall include the following coverage parts:

Technology Products & Services E&O -Information Security & Privacy Liability for Service Provided to Others

Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of Products, Services and Licensed Programs under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than USD \$1,000,000 (one Million U.S. dollars) and shall remain in effect for not less than three (3) years following the date of termination of this Agreement. Evidence of coverage must be sent to the City for three years following termination of this agreement.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.