



City of Tigard

FINANCE AND INFORMATION SERVICES

Request for Proposal (RFP)

ON-CALL INFORMATION TECHNOLOGY SUPPORT AND OTHER RELATED SERVICES

Proposers shall submit one (1) hard copy of their proposal along with one (1) electronic copy on a portable USB drive (thumb drive).

Proposals Due: Wednesday, August 28, 2019 - 2:00 pm local time

Submit Proposals To: City of Tigard – Contracts & Purchasing Office
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Blvd.
Tigard, Oregon 97223

Direct Questions To: Jamie Greenberg, Purchasing Specialist
Phone: (503) 718-2492
Email: jamie@tigard-or.gov

**PUBLIC NOTICE
REQUEST FOR PROPOSAL**

ON-CALL INFORMATION TECHNOLOGY AND OTHER RELATED SERVICES

The City of Tigard is seeking sealed proposals from qualified firms to provide on-call Information Technology support and/or related services on an as-required basis for the City. The City intends to perform a competitive selection process based on qualifications, approach, and other criteria consistent with Tigard's Public Contracting Rules. The City anticipates selecting at least one, and a maximum of three consultants for each category. A firm capable of providing services in multiple categories may be selected for multiple categories. It is the intent of the City to rotate work amongst the selected consultants to best extent possible, however, selection of a particular consultant for a particular task or project will be based on the City's judgment of the consultants' expertise, availability, and approach to such work. By agreeing to execute an on-call agreement with the City, Consultant shall agree that there is no guarantee of any particular dollar value of work, and that the City retains the sole right to make a selection for any individual project or task.

Proposals will be received until 2:00 pm local time, Wednesday, August 28, 2019, at Tigard City Hall's Municipal Court Counter at 13125 SW Hall Blvd., Tigard, Or 97223. No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from www.tigard-or.gov/bids or obtained in person at Tigard City Hall's Municipal Court Counter located at 13125 SW Hall Blvd., Tigard, Or 97223. Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy. The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

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TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Title Page.....	1
Public Notice.....	2
Table of Contents.....	3
 <u>SECTIONS</u>	
Section 1 Introduction.....	4
Section 2 Proposer’s Special Instructions.....	4
Section 3 Background.....	7
Section 4 Scope and Schedule of Work.....	8
Section 5 Summary of Service Categories.....	9
Section 6 Proposal Content and Format.....	9
Section 7 Proposal Evaluation Procedures.....	12
Section 8 Proposal Certifications.....	15
Section 9 Signature Page.....	16
 <u>ATTACHMENTS</u>	
Attachment A Acknowledgement of Addendum.....	17
Attachment B Statement of Proposal.....	18
Attachment C Proposer’s Submitting Category Form.....	19
Attachment D Sample Contract Template.....	20

SECTION 1
INTRODUCTION

The City of Tigard is seeking sealed proposals from qualified firms to provide on-call Information Technology and/or related services on an as-required basis for the City. The City intends to perform a competitive selection process based on qualifications, approach, and other criteria consistent with Tigard’s Public Contracting Rules. The City anticipates selecting at least one, and a maximum of three consultants for each category. A firm capable of providing services in multiple categories may be selected for multiple categories. It is the intent of the City to rotate work amongst the selected consultants to best extent possible, however, selection of a particular consultant for a particular task or project will be based on the City’s judgment of the consultants’ expertise, availability, and approach to such. By agreeing to execute an on-call agreement with the City, Consultant shall agree that there is no guarantee of any particular dollar value of work, and that the City retains the sole right to make a selection for any individual project or task.

Proposals will be received until 2:00 pm local time, Wednesday, May 28, 2019, at Tigard City Hall’s Municipal Counter at 13125 SW Hall Blvd., Tigard, Or 97223. No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy. The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

SECTION 2
PROPOSER’S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Friday, August 9, 2019</u>	Advertisement and Release of Proposals
<u>Wednesday, August 28, 2019 – 2:00 pm</u>	Deadline for Submission of Proposals
<u>October 2019</u>	Award of Contract by LCRB
<u>Mid October 2019</u>	Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City’s discretion

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

Proposals must be signed and submitted no later than 2:00 pm, Wednesday, August 28, 2019, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

RFP – On-Call Information Technology and Related Services

City of Tigard – Municipal Court Counter
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Boulevard
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Jamie Greenberg, Purchasing Specialist, and be marked as follows:

RFP Specification/Term Protest

City of Tigard – Contracts and Purchasing Office
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Jamie Greenberg, Purchasing Specialist. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

I. QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL

Questions pertaining to this Request for Proposal process should be directed to Jamie Greenberg, Purchasing Specialist, who can be reached at either (503) 718-2492 or jamie@tigard-or.gov. Technical questions for categories will be addressed by the following:

- Category 1 Networking, Datacenter, Security, IT Infrastructure, and IT Consulting Services – Mike Nolop, IT Manager – (503) 718-2757 miken@tigard-or.gov
- Category 2 Virtual Desktop Support Services - Mike Nolop, IT Manager – (503) 718-2757 miken@tigard-or.gov
- Category 3 Database, Business Analysis, SharePoint, and Office 365 services - Mike Nolop, IT Manager – (503) 718-2757 miken@tigard-or.gov
- Category 4 - GIS Services - Preston Beck, GIS Coordinator preston@tigard-or.gov

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of One Hundred Twenty (120) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's professional services agreement template, which the City expects the successful firm or individual to execute, is included as “Attachment D”. The contract will incorporate the terms and conditions from this RFP document and the successful proposer’s response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D “Protest of Scope of Work or Terms” or their exceptions will be deemed immaterial and waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of two (2) years with the mutual option to renew for up to three (3) additional one-year periods. The total term of the contract cannot exceed five (5) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days’ written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The firm submitting a proposal agrees to extend identical services under the same terms and conditions to all public agencies in the region. Examples of work projects stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the selected proposers for its requirements. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3
BACKGROUND**

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Since its incorporation in 1961, the city has grown to become a desirable and affordable community in the Portland metro area. With a population of just over 50,000, Tigard blends the amenities of a modern city with the friendliness and community spirit of a small town. Residents enjoy access to 18 miles of trails and nearly 550 acres of parks and open spaces. Residents have a range of public transportation choices to nearby Portland, Beaverton and Hillsboro. Other amenities include shopping at Bridgeport Village and Washington Square Mall as well as easy access to multiple full-service medical facilities. The Cascade Mountains, Oregon's famed beaches and the Columbia Gorge are all accessible as day trips.

The City has a robust Information Technology infrastructure and has an annual need for a wide range of consulting services— e.g., the IT security, hardware, software, applications, and end user support. This solicitation and the on-call agreements that will result are specifically targeted to smaller, short term projects within the overall IT budgeting. For larger Information Technology projects and with Service Fees expected to exceed \$100,000, the City conducts project-specific qualifications-based solicitations in accordance with Tigard's Public Contracting Rules. Being selected or not selected on this RFP will not affect any firms' ability to propose on other consulting work for which the City issues a separate, project-specific RFP.

General work tasks, duties and expected deliverables are identified in Section 4 of this RFP. Categories of Services for which the City intends to execute on-call agreements are identified in Section 5. Firms may propose on one category or multiple categories, and will be evaluated on each specific category proposed, as defined in Section 7 and Attachment C of this RFP. This RFP is structured to give the City access to full service firms capable of providing services in multiple categories as well as smaller, specialty consultants that may only provide services in one category. The evaluation and selection process have been structured to eliminate, to the extent possible, any inherent advantages or disadvantages based on the size of the firm or the extent of teaming arrangements. Teaming or subconsultant arrangements may be proposed, however, only the qualifications of the principal firm will be evaluated. Individual firms should submit individual proposals. If approved by the city, a selected firm with an executed on-call agreement may propose using subconsultant(s) for individual task orders on an as-needed basis.

There are a wide variety of work categories and potential project work within those categories. The City's intent is to contract with a variety of firms, of various sizes and types of expertise, to best cover the breadth

of possible services and the variable size/cost of projects. The City desires to contract with enough firms to cover likely needs but not so many such that some firms are not likely to get work during the contract period.

SECTION 4

SCOPE AND SCHEDULE OF WORK

The listings below and in Section 5 are intended to indicate the broad and diverse range of services the City may contract for, not the scope of a typical Task Order.

Networking, Datacenter, Security, IT Infrastructure, and IT Consulting

Vendor will provide engineering, configuration, and support services for any of the following categories:

1. Networking infrastructure
2. Firewalls
3. Server hardware
4. Server virtualization technology
5. SAN storage
6. Backup & replication
7. WAN, LAN, and Wireless
8. Cloud based services
9. General IT consulting services
10. Security penetration and compliance testing.

B. Virtual Desktop Support Services

Vendor will provide engineering, configuration, and support services for any of the following categories:

1. Citrix Workspace Suite of applications, virtual desktops, and virtual applications
2. Liquidware profile management, application layering, and stratosphere
3. Printer management
4. NVIDIA GRID solution
5. Virtual desktop workstations, thin client, zero client, and mobile access of virtual desktops and applications

C. Database, Business Analysis, SharePoint, and Office 365 services

Vendor will provide engineering, configuration, and support services for any of the following categories:

1. Microsoft Office 365 applications, security, compliance, and training
2. Microsoft SQL report writing, and SSRS integration
3. Microsoft Power BI
4. SharePoint 2016 and SharePoint Online

D. GIS Services

The City of Tigard expects to periodically need professional GIS services covering multiple disciplines for various GIS related projects. The city uses ESRI products (ArcGIS Server, Desktop, and ArcGIS Online) as well as Latitude Geographic's Geocortex Essentials product. GIS professional services may fall into any of the following categories:

1. System architecture analysis/design
2. GIS data conversion
3. Mobile GIS applications/development
4. Web-based mapping solutions
5. Business system integration
6. GIS analysis
7. GIS application development
8. Geodatabase design
9. Pedestrian and bicycle counting services

SECTION 5
SUMMARY OF SERVICE CATEGORIES

CATEGORY	DESCRIPTION OF SERVICES
1	<u>Networking, Datacenter, Security, IT Infrastructure, and IT Consulting -</u>
2	<u>Virtual Desktop Support Services –</u>
3	<u>Database, Business Analysis, SharePoint, and Office 365 services-</u>
4	<u>GIS Services –</u>

SECTION 6
PROPOSAL CONTENT AND FORMAT

A. FORMAT

Proposer must submit one original hard copy of their proposal and one electronic copy on a portable USB (thumb) drive. To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below. Proposals should be prepared simply and economically, providing a straightforward, concise description of the key personnel’s capabilities to satisfy the requirements of the City. Emphasis should be on completeness, brevity, and clarity of content. All pertinent information shall be included in the body of the proposal.

1. Length

The proposal must be organized in accordance with this section. Brevity is appreciated by the City staff reviewing the proposals. The proposal may not exceed 15 sheets (30 pages), submitted on double sided typed 8-1/2” x 11” paper. Font size should be 11 point or larger. Covers, dividers, table of contents, Attachments A, B, and C, project sample cut sheets, staff resumes, and any reference letters are not included in the above page count. See page limitation on resumes and project samples below however. A proposal exceeding the specified number of pages may be considered non-responsive, and the proposal may not be considered.

Key personnel resumes and project example information cut sheets, if included, shall be in a separate Appendix at the end of the proposal. Irrespective of the number of categories selected, Proposers may provide a maximum total of 10 sheets (20 pages) that consist of a combination of resumes, project information cut sheets, and/or reference letters in the Appendix.

2. Title Page

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.

3. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer’s understanding of the project and services to be performed;
- b. A positive commitment to perform the services described in the pertinent service categories; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

4. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

5. Resources and Deliverables

As contract conditions, successful proposers shall be required to agree that:

- a. Upon completion of a project, copies of all materials generated in the course of the project shall be provided to the City in reproducible hard-copy or original electronic format; and
- b. All materials and documents acquired or produced in conjunction with a project shall be delivered to and become the property of the City of Tigard, without restriction or limitation of their future use.
- c. No travel or expense fees will be charged to the City unless approved by the IT Manager prior to beginning the project.

6. General Qualifications and Responsiveness

- a. Provide a general summary of the proposer’s breadth and depth of professional capabilities and experience, including years in business, number and location of branch offices, local office staffing level, and general professional focus. (Optional) Other useful information that may be included in this section includes the total number and type of projects completed in the last ten years and the number and type of projects currently under contract.
- b. Provide the location of the primary office or offices from which work will be performed.
- c. Provide a general organizational chart and the number and type of personnel (e.g., “four network engineers, two SharePoint experts, three Service Desk technicians”) available at the primary office or offices from which work will be performed. (No specific names are required).
- d. Describe Key Management / Project Management personnel longevity, experience with the company, and the office out of which they work.
- e. Describe the Proposer’s contract/task order review and signature protocols (e.g., who has authority to sign a not to exceed task order and at what dollar level.)
- f. Other information that you believe will assist the City in making its selection.
- g. Minimum Qualifications – Proposers shall document their firm’s ability to meet the following minimum qualifications:

- 1) Ability to meet Insurance and Indemnification requirements currently required by the City (see attached Professional Services Agreement Template).
- 2) Meeting the Representations and Certifications required in the RFP.
- 3) Ability to execute a Professional Services Agreement with the City.

7. Understanding and Project Management Approach

This section should document the Proposer's understanding of, and approach to on-call, task-order based consulting services. Proposers should address the following topics in this section:

- a. The Proposers understanding of the City's programs, policies, decision making processes, and organizational structure that creates the need for on-call services.
- b. The Proposers general approach and assumptions for developing and negotiating the scope of services and fee for a typical task order.
- c. The Proposers general approach to assigning technical and project management staff to a particular task, performing internal quality assurance/peer review, and completing the identified deliverables on schedule and within budget. The proposer should address particularly their approach to successful and efficient delivery of small to medium sized projects.

8. Category Specific Company Qualifications

This section relates to the firm's experience and capacity of the Proposer to provide the category specific services being proposed, as identified in Section 5 and as listed on Attachment C. For each category, the proposal should provide details on the following:

- a. A summary table listing example projects with brief descriptions and work categories relevant to those projects that was conducted by the Proposer.
- b. Information for representative projects, by name, type, location, date, and contract value, performed within the last two years, which best characterize the firm's experience and qualifications for that category of work. Please include the client contact name, address, phone number and e-mail for each project where possible. If a sample project can apply to more than one category, just indicate as such. As noted, the cut sheets can be located in the Appendix, and are then subject to the separate page count limitation for the Appendix.
- c. Key management/project management personnel that were assigned to the representative projects listed and are potentially available for similar assignment on City of Tigard projects.
- d. Reference letters from recent clients (to be provided in the Appendix), may be considered as part of this scoring section.

9. Category Specific Technical Personnel

This section relates to the key personnel that would potentially be assigned to a specific task. For each category, the proposal should provide details on the following:

- a. Identify department managers / technical leads / key technical personnel by name, title, and years of service with the company, what office they work at and where they reside in the organizational structure. Indicate who typically will manage projects similar to ones described in this RFP.
- b. For key project management and technical personnel, provide relevant individual project experience, areas of specialization or expertise, awards, registrations and certifications, and overall technical capabilities and competence. (Note: Key technical personnel resumes (if included in the Appendix) will be evaluated as part of this section.)

B. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

C. REFERENCES

Contractor must demonstrate successful past performance of the firm’s ability to provide services as set forth in this specification. Contractors must detail three (3) references to document experience. References must be detailed in Attachment B “Statement of Proposal”

D. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

E. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

**SECTION 7
PROPOSAL EVALUATION PROCEDURES**

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firm’s proposal. Proposals will be evaluated in accordance with the following:

1. <u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2. <u>An original plus one electronic copy on portable USB drive of proposal</u>	<u>Pass/Fail</u>
3. <u>Transmittal letter</u>	<u>Pass/Fail</u>
4. <u>Software Resources and Deliverables</u>	<u>Pass/Fail</u>
5. <u>General Qualifications and Responsiveness</u>	<u>15 points</u>
6. <u>Understanding and Project Management Approach</u>	<u>25 points</u>
7. <u>Category Specific Company Qualifications</u>	<u>30 points</u>
8. <u>Category Specific Technical Personnel</u>	<u>30 points</u>
<u>TOTAL EVALUATION POINTS</u>	<u>100 POINTS</u>

B. SCORING SUMMARY

The scoring format that will be used by the City will be similar to Table 6.B.1 below. Proposers will be scored once by each evaluator for criteria 1 thru 6 and scored separately on Criteria 7 and 8 for the individual categories on which they are proposing. Scoring by individual evaluators will be totaled to obtain a total raw score for each proposal. Preliminary rankings will be developed based upon the City’s evaluation of each proposers’ qualifications within the sub-categories on which they proposed. After preliminary rankings are established, the evaluation team will also consider the type and range of services that can be provided by individual proposers.

TABLE 6.B.1

EXAMPLE		General	1	2	3
Evaluation Criteria	Max Score	Score	Score	Score	Score
1. Submitted on Time	P/F	P	X	X	X
2. One Hard Copy and Copy on USB Drive	P/F	P	X	X	X
3. Transmittal Letter	P/F	P	X	X	X
4. Software Resources and Deliverables	P/F	P	X	X	X
5. General Qualifications and Responsiveness	15	12	X	X	X
6. Understanding and Project Management Approach	25	18	X	X	X
7. Category Specific Company Qualifications	30	X	25	28	23
8. Category Specific Technical Personnel	30	X	25	27	23
TOTAL	100		80	85	76

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regard to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

E. INTENT OF AWARD

The City intends to select at least one and a maximum of three on-call consultants for each of the categories listed in Section 5, however, not all categories may have unique selections. It is probable and likely that one or more firms will be selected to provide services in multiple categories.

Final selections will be based on a consensus of the evaluation team, taking into account group scoring, the number of candidates proposing for each category, the City's expectation of the type and volume of work within each category, and the potential need of the City to obtain services spanning multiple categories from a single firm for a specific project.

To maximize distribution of work among selected consultants, the City intends to rotate through the list of selected firms as projects come up within specific categories for which multiple firms were selected. However, the City makes no guarantees as to the actual amount of work, if any, to be obtained by any particular firm. The City reserves the right to not rotate firms, depending on proven

expertise, previous involvement in a similar project, or as otherwise determined to be in the best interest of the City. The City also reserves the right to solicit and award work using a different procurement process, as is determined to be in the best interest of the City.

F. PROTEST OF AWARD

In accordance with Tigrard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

G. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of any proposal; and
6. Request references and other data to determine responsiveness.

**SECTION 8
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 9
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
CITY OF TIGARD, OREGON
ACKNOWLEDGMENT OF ADDENDA**

Project Title: On-Call Information Technology and Related Services

Close: Wednesday, August 28, 2019 - 2:00 pm

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
CITY OF TIGARD, OREGON
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for On-Call Information Technology and Related Services and the attached template Professional Services Agreement:

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

**ATTACHMENT C
PROPOSER'S SUBMITTING CATEGORY FORM**

_____ (*Company Name*) does hereby propose to provide the City of Tigard with On-Call Civil Information Technology and Related Services, as defined in Section 4 and Section 5 of the City's Qualification-based Request for Proposal.

Category #	IT Services	Mark with "X"
1	Networking, Datacenter, Security, and Infrastructure Services	
2	Virtual Desktop Support Services	
3	Database, Business Analysis, SharePoint, and Office 365 services	
4	GIS Services	

Authorized Signature: _____

Date: _____

ATTACHMENT D
SAMPLE CONTRACT TEMPLATE
CITY OF TIGARD, OREGON
PERSONAL SERVICES CONTRACT
CONTRACT TITLE

THIS AGREEMENT made and entered into this day of , by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and , hereinafter called Contractor.

RECITALS

WHEREAS, the City's fiscal year budget provides for services related to ; and

WHEREAS, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Contractor, and

WHEREAS, City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor will initiate services immediately upon receipt of City's notice to proceed together with an executed copy of this Agreement. Contractor agrees to complete work that is detailed in Exhibit A, incorporated herein by reference.

2. EFFECTIVE DATE AND DURATION

This Agreement is effective upon the date of execution and expires on , unless otherwise terminated or extended. All work under this Agreement must be completed prior to the expiration of this Agreement.

3. COMPENSATION

The City agrees to pay Contractor in accordance with the fee schedule outlined in Exhibit A. The total amount paid to the Contractor by the City may not exceed and /100 Dollars (\$). Payments made to Contractor will be based upon the following applicable terms:

- A.** Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any, identified in this Agreement as separately reimbursable.
- B.** Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Unless otherwise agreed, payment will be made only for work actually completed as of the date of invoice.
- C.** Payment by City releases City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the invoice. Payment may not be considered acceptance or approval of any work or waiver of any defects therein.
- D.** Contractor must make payments promptly, as due, to all persons supplying labor or materials for the performance of the work provided for in this Agreement.

- E.** Contractor may not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- F.** Contractor will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- G.** Contractor will pay all contributions or amounts due the Industrial Accident Fund from the contractor or any subcontractor.
- H.** If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner does not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- I.** Contractor will promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for services.
- J.** Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- K.** Contractor must obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.
- L.** The City certifies that sufficient funds are available and authorized for this Agreement during the current fiscal year. Funding during future fiscal years is subject to budget approval by Tigard's City Council.

4. OWNERSHIP OF WORK PRODUCT

City is the owner of and is entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence, or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party may assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment has any force or effect unless and until the other party has consented. If City agrees to assignment of tasks to a subcontract, Contractor is fully responsible for the acts or omissions of any subcontractors and of all persons employed by them. Neither the approval by City of any subcontractor nor anything contained herein creates any contractual relation between the subcontractor and City. The provisions of this Agreement are binding upon and will inure to the benefit of the parties to the Agreement and their respective successors and assigns.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City. Contractor is not entitled to benefits of any kind to which an employee of City is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City is entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

B. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. CONFLICT OF INTEREST

The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

8. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of a Contractor's work by City will not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, employees, agents, and representatives and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments, or other costs or expenses, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies), that may be asserted by any person or entity which in any way arise from, during, or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. Such indemnification will also cover claims brought against the City under state or federal worker's compensation laws. If any aspect of

this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

9. INSURANCE

Contractor and its subcontractors must maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance must cover risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor must provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor will obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage must include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$Refer to Matrix
Products-Completed Operations Aggregate	\$Refer to Matrix
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$Refer to Matrix
Fire Damage (Any one fire)	\$50,000

B. Commercial Automobile Insurance

Contractor must also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

If Contractor uses a personally-owned vehicle for business use under this contract, the Contractor will obtain, at Contractor's expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

C. Professional Liability

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by any actual or alleged negligent act, error or omission in the rendering of or failure to render Professional Services. Combined single limit per claim shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a "claims-made" form.

D. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the

assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers must provide Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

E. Additional Insured Provision

All required insurance policies, other than Workers' Compensation and Professional Liability, must name the City its officers, employees, agents, and representatives as additional insureds with respect to this Agreement.

F. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

G. Self-Insurance

The City understands that some contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If Contractor is self-insured for commercial general liability or automobile liability insurance, Contractor must provide evidence of such self-insurance. Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, Contractor will furnish a Certificate of Insurance to the City. No contract is effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

I. Primary Coverage Clarification

The parties agree that Contractor's coverage is primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

J. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
13125 SW Hall Blvd.
Tigard, Oregon 97223

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance will not be construed to limit Contractor’s liability hereunder. Notwithstanding said insurance, Contractor is obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

10. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments will be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses will be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	
Attn:	Attn:
Address: 13125 SW Hall Blvd Tigard, OR 97223	Address:
Phone: (503) 718-	Phone: ()
Email:	Email:

Notice will be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, upon successful fax. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

11. SURVIVAL

The terms, conditions, representations, and warranties contained in this Agreement survive the termination or expiration of this Agreement.

12. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement will be effective unless and until it is made in writing and signed by both parties.

13. TERMINATION WITHOUT CAUSE

At any time and without cause, City has the right in its sole discretion to terminate this Agreement by giving notice to Contractor. If City terminates this Agreement pursuant to this paragraph, City will pay Contractor for services rendered to the date of termination.

14. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels enough to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (A) will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this Agreement within the time specified, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided above related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, provided, that the City may deduct the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract include those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

15. ACCESS TO RECORDS

City will have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

16. HAZARDOUS MATERIALS

Contractor will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and all Oregon safety and health requirements. In accordance with OSHA and Oregon OSHA Hazard Communication Rules, if any goods or services provided under this Agreement may release, or otherwise result in an exposure to, a hazardous chemical under normal conditions of use (for example, employees of a construction contractor working on-site), it is the responsibility of Contractor to provide the City with the following information: all applicable Safety Data Sheets, the identity of the chemical/s, how Contractor will inform employees about any precautions necessary, an explanation of any labeling system, and the safe work practices to prevent exposure. In addition, Contractor must label, tag, or mark such goods.

17. FORCE MAJEURE

Neither City nor Contractor will be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled will within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification will not be the basis for a claim for additional compensation. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

18. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

19. HOURS OF LABOR- PAY EQUITY

In accordance with ORS 279B.235, the following are hereby incorporated in full by this reference:

- A.** Contractor may not employ an individual for more than 10 hours in any one day, or 40 hours in any one week, except as provided by law. For contracts for personal services, as defined in ORS 279A.055, Contractor must pay employees at least time and a half pay for all overtime the employees work in excess of 40 hours in any one week, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- B.** Contractor must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- C.** Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- D.** Contractor must comply with the pay equity provisions in ORS 652.220. Compliance is a material element of this Agreement and failure to comply will be deemed a breach that entitles City to terminate this Agreement for cause.

20. NON-DISCRIMINATION

Contractor will comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation:

- A.** Title VI of the Civil Rights Act of 1964;
- B.** Section V of the Rehabilitation Act of 1973;

C. The Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 (Pub L No 101- 336); and

D. ORS 659A.142, including all amendments of and regulations and administrative rules, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

21. ERRORS

Contractor will perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

22. EXTRA (CHANGES) WORK

Only the City's Project Manager for this Agreement may change or authorize additional work. Failure of Contractor to secure authorization for extra work constitutes a waiver of all right to adjust the contract price or contract time due to such unauthorized extra work and Contractor will not be entitled to compensation for the performance of unauthorized work.

23. WARRANTIES

Contractor will guarantee work for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials are the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore relieves Contractor from liability under warranties contained in or implied by this Agreement.

Any intellectual property rights delivered to the City under this Agreement and Contractor's services rendered in the performance of Contractor's obligations under this Agreement, will be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

24. ATTORNEY'S FEES

In the event an action, suit of proceeding, including appeal, is brought for failure to observe any of the terms of this Agreement, each party is responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

25. CHOICE OF LAW, VENUE

The provisions of this Agreement are governed by Oregon law. Venue will be the State of Oregon Circuit Court in Washington County or the U.S. District Court for Oregon, Portland.

26. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor will comply with all applicable federal, state and local laws, rules and regulations applicable to the work in this Agreement.

27. CONFLICT BETWEEN TERMS

In the event of a conflict between the terms of this Agreement and Contractor's proposal, this Agreement will control. In the event of conflict between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement will control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A will control.

28. AUDIT

Contractor will maintain records to assure conformance with the terms and conditions of this Agreement and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

29. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the Agreement and, if negotiations fail, may terminate the Agreement.

30. COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon tax laws including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Agreement or during the term of this Agreement is a default for which the City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law.

[Signature Page to Follow]

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their duly authorized officials. Awarded by Tigard's Local Contract Review Board at their _____meeting.

CITY OF TIGARD	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____