



SANDY AREA METRO

REQUEST FOR PROPOSALS

Mobile Technology Support Services

Date issued:	January 27, 2024
Proposals Due:	March 1, 2024, by 2:00 p.m.
Submit Proposals to:	City of Sandy Attn: Andi Howell ahowell@ci.sandy.or.us
Submit Questions To:	Andi Howell
Email:	ahowell@ci.sandy.or.us
Submit Questions by:	February 15, 2024, by 2:00 pm

CITY OF SANDY TRANSIT DEPARTMENT

NOTICE:

January 27, 2024

RFP for Mobile Technology Support Services

SAM CONTACT INFORMATION

SAM Contact	Andi Howell	Phone	(503) 489-0925
Email	ahowell@ci.sandy.or.us	Proposal Due Date	March 1, 2024, by 2:00 p.m.

(Proposals will not be received or considered after this time)

The City of Sandy, Or. (the “City”) is implementing the Technology Implementation Project (“TIP”), a project designed to achieve technological improvements on the Sandy Transit System as well as Transit systems throughout Clackamas County.

The purpose of this Request for Proposals (“RFP”) is to solicit proposals for an individual or firm to serve as the TIP Technical Consultant (the “Technical Consultant”). The Technical Consultant will be primarily responsible for providing technical assistance to the TIP, as directed by Sandy Transit.

The Technical Consultants will be engaged on a consulting basis, whereby the Technical Consultants shall agree to provide a flexible number of hours of Technical Service per month (as determined pursuant to a mutually executed contract), - and when called upon to do so by Sandy Transit, at an agreed upon hourly rate (as determined pursuant to a mutually executed contract). The technical services shall commence as of March 25, 2024, or such other date as is mutually agreed upon by the parties.

Proposals shall be emailed in a single .pdf document to ahowell@ci.sandy.or.us. Intent to award announcements will be released on March 15th.

Requests for proposal documents, requirements, questions, or requests for clarification must be submitted in writing no later than March 1, 2024 by 2:00 pm to Andi Howell by email at:

Email: ahowell@ci.sandy.or.us (preferred method)

Prequalification applications are not a requirement for this RFP. A pre-proposal conference will not be held in connection with this procurement.

The City reserves the right to reject any or all submissions, to waive any irregularities in the request for proposals, to accept or reject any item or combination of items in a submission, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the proposers.

Selection of a Proposer under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Sandy. All legal rights and obligations between the successful candidate, if any, and the City will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties. Applicants are cautioned not to make any assumptions as the implied meaning or intent of any part

of the RFP.

By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the responding proposers in connections with the preparation or submission of proposals. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City.

City may award this solicitation to and negotiate a contract with the most qualified, responsive, responsible Proposer, as determined in its sole discretion. The City reserves the right to waive formalities or to accept any submittal that appears to serve the best interest of the City. The selected organization shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract.

RFP DOCUMENTS

The complete RFP is on file with and may be obtained from: Nancy Payne, npayne@ci.sandy.or.us, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Andi Howell shall be the Project Manager for this RFP. The Project Manager shall be the sole point of contact for all questions, concerns, and protests.

Proposals must address all submission requirements set forth in this RFP and must describe the firm's experience providing mobile technology support services.

Unless otherwise specified, no particular form is required. In an effort to promote greater use of recycled and environmentally preferred products and to minimize waste, the City encourages all proposals submitted in hard copy to be prepared simply and economically. The use of special bindings, unnecessary colored displays and irrelevant promotional materials is neither required nor desired. Double-sided printing on recycled paper and/or the use of reusable products is encouraged.

PROPOSAL FORMAT AND REQUIREMENTS

All proposals shall contain the heading, "Request for Proposals – Technology Implementation Project ", and be typewritten with a standard body text font (e.g., Arial, Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall include an introductory letter, a table of contents that provides a clear identification of the written material by section and by page number, and a cover page.

Cover Page

The cover page must be signed by an authorized signer and include the following information:

- a. The RFP Title;
- b. The name, title, address, telephone number, and e-mail address of the Proposer's primary contact person; and
- c. The date of submission.

Proposers may include other information on the cover page in addition to the required information provided above but must not omit any of the above information.

Introductory Letter

The introductory letter shall address the Proposer's understanding of the work to be accomplished, its willingness and commitment, if selected, to provide the services offered, a brief outline of Proposer's strengths in providing the required services, and a description of why Proposer believes its organization should be selected. The letter must also acknowledge agreement with stipulations and requirements of this RFP.

- a. The letter shall be addressed to the City's Project Manager and shall include the Proposer's name, as well as the printed name, title, telephone number, and email address of the officer

authorized to represent Proposer in any correspondence, negotiations, and signing of any contract that may result.

- b. The letter shall include the address of the office that will be providing the service and the project manager's name, title, telephone number, and email address.
- c. Proposer's federal tax ID numbers and the state of incorporation, if applicable, shall also be included.
- d. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer authorized to bind the entity in contractual matters and shall include a description of Proposer's current legal status (i.e., corporation, partnership, sole proprietor, joint venture, etc.).

The proposals should be sure to include the following:

- A detailed description of the Proposer's experience in providing support services and if applicable support services for similar mobile technology systems.
- A proposed plan for providing on-site and remote technical assistance for SAM's technology systems.
- A proposed schedule to address the items identified in this draft scope of work.

Evaluation Criteria: Proposal evaluation includes the following criteria:

- Completed Proposal submitted on time – Pass/Fail
- Introductory Letter – Pass/Fail
- Experience providing technology support services – [10 points]
- Quality and feasibility of the proposed plan for providing support services – [20 points]
- Cost-effectiveness of the proposal [20 points]

Total Evaluation Points: [50 points]

- SAM will compose an evaluation committee to score proposals
- SAM will schedule an interview with the two highest ranking proposals

Your company's proposal should assume a minimum contract to the grant deadline of June 30, 2025. The quote should include all tools and materials needed to complete the job. The City may require submission of supplemental materials. The City reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation. The highest ranked proposal shall determine the successful Proposer. Upon determination of the successful Proposer, the City will issue a Notice of Intent to Award letter notifying all Proposers of the RFP process having concluded, the selection of the successful Proposer, and protest procedures.

Please attach a more detailed budget incorporating the base budget referenced above. Please include hourly rates for the staff resources planned for this project.

Please include the grand total cost in the box below.

Technology Implementation Project	Monthly Cost	Total Cost

In addition to the bid, we are asking each company to provide three business references.

Name of Reference	Phone	Type of Work You Provided

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information obtained may include, but shall not be limited to, current litigation and contracting references. All such information, if requested by the City, will become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Signature Page and Responsibility Determination Form

The Proposer must sign and submit a signature page and the Responsibility Determination Form (see Exhibit C). The submission and signing of the signature page indicate the intention of the Proposer to adhere to the provisions described in this RFP.

Proposal Submission

Submissions in response to the RFP must be sent either by email with the subject line : “Request for Proposals – Mobile Technology Support Services.” The name and address of the Proposer must be in the email. Proposals received after the designated time and date will not be opened.

Submission Deadline

Sealed proposals are due no later than March 1, 2024, at 2:00 pm. **Late proposals will not be accepted.** Delays due to mail and/or delivery handling, including, but not limited to, delays within the City’s internal distribution systems, do not excuse the Proposer’s responsibility for submitting the Proposal to the correct location by the Proposal due date. Facsimile proposals are NOT acceptable. It will be the responsibility of proposers to check the website for clarifications, addenda, or amendments. No submissions will be considered that is not responsive to any issued amendments.

Modification or Withdrawal of Proposal by Proposer

Any Proposer may modify its Proposal at any time, in writing, prior to the scheduled closing time for receipt of proposals, provided communication of such is received by the City prior to the closing time. Any modification of a Proposal must include a statement that the modification amends and supersedes the prior offer. All such communication shall be so worded as not to reveal the contents of the original Proposal. Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least one-hundred eighty (180) days from the submission deadline. Proposals shall not be subject to future price escalation or changes of terms during that period.

Questions, Interpretations, and Addenda

Questions

All questions regarding this project and solicitation must be directed to Andi Howell, Transit Director, at ahowell@ci.sandy.or.us and received by the February 15, 2024, by 2:00 pm. If necessary, the City will issue an addendum 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 will extend the closing date.

All questions shall include " Mobile Technology Support Services – RFP Questions" in the subject line and must be received by February 15, 2024. Questions and answers will be provided by email to all prospective Proposers on the RFP holders list. Questions submitted after the deadline will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official, other than the Project Manager, concerning this RFP. Contact with any other City staff or officials concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning the RFP. Only answers to those questions responded to by the City's Project Manager in writing may be relied upon.

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Addenda

The City reserves the right to make changes to the RFP by written addendum. The City will not mail notice of addenda, but will publish notice of any addenda on City's website as stated above. Addenda may be downloaded off of City's website. Proposers should frequently check the City's website until closing, i.e., at least once weekly until the week of closing and at least once daily the week of closing. Proposers may only protest the contents or issuance of an addenda until the end of the next business day following such issuance.

All addenda shall have the same binding effect as though contained in the main body of the RFP documents.

No addenda will be issued later than February 22, 2024, except by an addendum, if necessary, postponing the date for receipt of Proposals or canceling the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Rejection of Proposals

The City reserves the right to waive any or all irregularities in Proposals submitted in response to this RFP. Furthermore, the City reserves the right to reject any or all Proposals, or portions thereof, submitted in response to this RFP. Proposals may be rejected for reasons including, but not limited to:

- a. Failure of the Proposer to adhere to one or more of the provisions established in the RFP;
- b. Failure of the Proposer to submit a Proposal in the format specified herein;

- c. Failure of the Proposer to submit a Proposal within the time requirements established herein;
- d. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process;
- e. Failure to provide information that is specifically requested in this RFP; and
- f. Failure to be deemed responsible
- g. The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject any or all Proposals upon a finding by the City that it is in the public interest to do so.

Contract Negotiation and Term

Response to this RFP indicates agreement by the proposer with all stipulations and requirements of this RFP and is subject to subsequent contract negotiation. It is the intention of the City of Sandy to offer the successful Proposer to start work as soon as a contract is signed. The continuation of the contract will be contingent upon an annual management and project review by the City and City budget approval. The contract shall take the form set forth in Exhibit B.

Change Requests and RFP Protests

A prospective Proposer may protest anything contained in the RFP documents and request a corresponding change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Sandy
Attn: Andi Howel, Transit Director
16610 Champion Way
Sandy, OR 97055
[]

All such protests shall include " Mobile Technology Support Services – RFP Protest" in the subject line or written on the front of the envelope and be submitted, in writing, by February 23, 2024. Any such protest must be in accordance with applicable state statutes and administrative rules, and must include a statement of the desired change(s) to the procurement process or solicitation document(s) that the prospective proposer believes will remedy the conditions upon which the protest is based. The City will not consider any solicitation protest submitted after the deadline or any protest that does not include the required information.

The City will review the protest and respond in writing in accordance with state law. If the City determines it is necessary in order to consider and respond to a protest, the City may extend closing. If the City upholds a protest, in whole or in part, the City may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a Proposer must file a written protest with the City and exhaust all administrative remedies. An affected person may protest a contract award in accordance with applicable state statutes and administrative rules, within seven (7) days of such notice of intent to award.

Confidentiality and Public Records

All information submitted by a Proposer shall become and remain the property of the City and is considered public information and subject to disclosure pursuant to the Oregon Public Records Law, except such portions of the Proposal, as identified by the Proposer, which are exempt from disclosure consistent with Oregon law. If a Proposal contains any information that the Proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the Proposer must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for

disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the Proposer as exempt, the City will attempt to notify the impacted Proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted.

Procurement Timeline

The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties.

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified organization.

Advertise Request for Proposals	January 27, 2024
RFP Questions Deadline	February 15, 2024
Addenda Issuance Deadline	February 22, 2024
RFP Protests/Change Requests Deadline	February 23, 2024
Proposals Due	March 1, 2024, at 2:00pm
Opening of Proposals (Based on the Operations Center wall clock or the Transit Director's computer clock)	2:30 pm March 1, 2024;
Location of Proposal Opening Sandy Operations Center	16610 Champion Way Sandy, OR 97055
Interviews Scheduled (if applicable)	TBD
Notice of Intent to Award	March 15, 2024
End of Contract Award Protest Period	[7 days after notice of intent to award]

By the act of submitting a Proposal in response to this RFP and signing below, the Proposer certifies that Proposer has carefully examined all RFP documents, all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Services (Exhibit A), and its Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies as follows:

- Proposer, if an individual, is of lawful age, is the only one interested in this Proposal, and no person, firm, or corporation other than that named has any interest in the Proposal, or in the proposed contract.
- Proposer is familiar with federal laws, agency regulations, administrative rules, and federal standards under which the work will be performed.
- The owner(s) and company are not suspended or debarred from doing business with the federal government.
- Proposer shall also certify whether Proposer is an Oregon Proposer or a non-resident Proposer. Proposer acknowledges that the City may choose to apply a resident bidder preference or nonresident bidder reciprocal percentage increase to each proposal, if applicable
- The submitted bid is complete and that the company can conduct the work as detailed in Exhibit A.
- The Proposer agrees with all stipulations and requirements, as presented in this RFP.
- The Proposer acknowledges that, if selected as the successful proposer, the provision of the services described herein is contingent upon successful negotiation of a contract with the City of Sandy.

**Company Name &
Years in Business**

**Signature of Owner or Authorized
Representative**

Date

Exhibit A SCOPE OF SERVICES

The intent is to have the Technical Consultant provide third-party objective advice and technical assistance to the Transit Department in relation to 4 identified tasks.

*Task 1: Technology assistance in updating, maintenance and integration of technology used by Recipient and collaborating partners, specifically beginning with working with staff and vendor on current Mobile Data Terminals (MDT) system problems.
Deliverable: Identifying problems and assisting with corrections to current technological equipment, such as the MDTs. Written procedures for ongoing maintenance, updates and shared data as part of the technology plan.*

*Task 2: Technology needs assessment for Recipient and collaborating partners
Deliverable: Written assessment and plan that outlines description of technology used, recommended training of staff, staff members responsible, future training needs, future technology implementation, written documentation of procedures/best practices.*

*Task3: Mobile ticketing/fare payment system procurement and implementation
Deliverables: Work with the City and/or a consultant hired by the City on a Request for Proposal, Selection of Vendor, mobile application technology plan.*

*Task 4: Analysis of emerging charging management software.
Deliverable: Written list of available charging software and attributes. Task 1 – 3 are the most important deliverables. Task 4 will be conducted time permitting in the overall project.*

This project is funded through a Statewide Transportation Improvement Fund (STIF) Discretionary grant that expires June 30, 2025. The total project budget is \$450,000. Sandy would expect the base budget of this portion of the project to be approximately \$380,000 which, based on independent cost estimates, equates to approximately 34 hours per week. The project may require more or less than this base budget.

This (RFP) is seeking a vendor to provide on-site and virtual maintenance support services, track issues with vendor services and equipment through to their resolution and serve as the liaison between the SAM tech vendors and SAM and MV staff.

Although SAM is the leader of this project, the vendor may conduct the same activities on behalf of Canby Area Transit (CAT), Clackamas County (2 shuttle services and MHX), South Metro Area Transit (SMART), South Clackamas Transit District (SCTD), and Hood River County Transit District (CAT) per request by Sandy Transit. Vendor will have the ability to track time spent with each agency for billing purposes. SAM will need documentation of time spent with other agencies for reimbursement purposes. At completion of this process the vendor will prepare a final report that includes pre and post measures of success and recommendations for the future.

The existing technology stack consists of the following systems and support vendors:

- 1.) **Passio:** Provides real-time bus information system. This includes hardware, full ITS including cloud-based software, MDTs, automatic vehicle locators, automated stop announcements, LED signs and display panels.
- 2.) **MDT's:** Mobile data terminals were purchased from Passio and Passio provides support and replacement options for the MDT's. The MDTs are in all SAM, Clackamas, Canby, SCTD vehicles. Wilsonville (SMART) vehicles are equipped with Synchronatics. Dial-A-Ride vehicles have Parascope/CTS software on Passio Go MDTs because they are used for both demand response and fixed route

services. The remainder of the fleet have Passio only.

- 3.) **CTS-Parascope** scheduling software for demand response services- Dial-A-Ride and ADA paratransit.
- 4.) **LED** signs and display panels on fifteen buses as part of the Passio agreement.
- 5.) **Hanover Destination Signs** and other brands of destination signs, these signs are electronic and coordinate with the Passio system.
- 6.) **Safety Vision**: Surveillance cameras on all SAM vehicles with 6 to 8 cameras on each vehicle. The camera system records and saves data for two weeks and then records over. The data is downloaded for viewing as needed.
- 7.) **Drive CAM** A secondary camera system owned and managed by MV Transportation (MV). This technology tracks the speed of the vehicle and other metrics to assist FT supervisors with managing and improving transit drivers' safety etc. It automatically records if there is an accident or if the driver pushes a dedicated alert button.
- 9.) **Q-Strait** An automated wheelchair securement device on six SAM buses.
- 10.) **FirstNet Communications** Mobile radios for two-way voice communication on all SAM vehicles and base station at Transit Operations Center.
- 11.) **Camera Systems**: There are various types of camera systems used on vehicles, Apollo and Safety Fleet are the primary vendors.
- 12.) **MP Web**: This is software used by our maintenance coordinator to track preventative maintenance.

In addition to providing on-site and virtual maintenance support and collaborating with existing vendors, SAM needs the vendor to assist with the creation of a written assessment and plan that outlines description of technology used, recommended training of staff, staff members responsible, future training needs, future technology implementation, written documentation of procedures/best practices.

The vendor will advise SAM Transit Manager/Director on service agreements for each vendor and assist with technology upgrades or developing scopes of work for mobile technology-related procurement projects. The successful vendor will work with SAM staff to ensure the inventory system is efficient and effective.

Task 1:

The first task that will be assigned to the vendor will be to review the Passio MDT systems to identify and correct system errors. Passio/CTS is utilized by SAM, CAT, Clackamas County and SCTD. The vendor will be able to work with the relevant agency and Passio to identify and correct existing issues to the degree possible.

At the conclusion of this task, the vendor will provide a list of identified and solved problems and recommendations for ongoing maintenance and solutions regarding the Passio/CTS service. This will be included in the broader objective of task 1 (copied below) but is recognized as a priority need for several agencies.

“Technology assistance in updating, maintenance and integration of technology used by Recipient and collaborating partners, specifically beginning with working with staff and vendor on current Mobile Data Terminals (MDT) system problems.

Deliverable: Identifying problems and assisting with corrections to current technological equipment, such as the MDTs. Provide written procedures for ongoing maintenance, updates

and shared data as part of the technology plan”

Task 2:

Technology needs assessment for Recipient and collaborating partners

Deliverable: Written assessment and plan that outlines description of technology used, recommended training of staff, staff members responsible, future training needs, future technology implementation, written documentation of procedures/best practices.

Task 3:

Vendor will work with SAM staff or consultant representing SAM to implement mobile fares (efares) for SAM and all Clackamas County transit providers. Through an earlier project, Clackamas County providers worked to identify the type of efare system needed and a draft RFP has already been created. With advice and guidance of vendor, SAM staff or consultant will issue the Request for Quote (RFQ) and conduct a search for vendors. Upon selection of winning bidder, vendor will work with SAM to implement mobile fares system. Vendor will be expected to assist with oversight of set up and implementation of the system.

Task 4:

Analysis of emerging charging management software.

Deliverable: Written list of available charging software and attributes.

Task 1 and 2 can be accomplished using the following model that has recently been employed by Yamhill County Transit:

GAPS IN SUPPORT COVERAGE

The following gaps in currently deployed support coverage for SAM’s mobile technology environment have been identified:

1. On-site support coverage

- Local technicians are not currently available to respond rapidly to maintenance or repair issues with the tech stack. Vendor-supplied technicians, especially those from Passio, can be unavailable for an unpredictable lead time which regularly extends into weeks. Even after they are on site, vendor-supplied technicians are only trained and authorized to work on the systems provided by that vendor.
- The successful vendor will directly provide on-site support or assist SAM in establishing timely and cost-effective access to technicians with the needed expertise.

2. Issue Tracking

- Vendors may be individually responsive to direct queries, but:
 - No central issue tracking system manages issues to prompt resolution.
 - No single party oversees issues to assign responsibility among vendors and track/ensure responsiveness.
 - No periodic review of issues identifying trends and areas needing improvement is performed.
- The successful vendor will create and support a central issue-tracking system for all technology systems and will train SAM and MV staff as needed on how to use the

system.

GAPS IN PROCESS

SAM identified the following gaps in processes for obtaining support of the mobile tech systems.

1. Runbooks

- The most crucial resource currently lacking is a set of *runbooks* for the environment.
- Runbooks are sets of simple and concise instructions for performing the most common troubleshooting, maintenance, and repair procedures. They allow a competent technician who may be otherwise untrained on a set of systems to follow instructions to perform the required work efficiently.
- While time-consuming to prepare, runbooks quickly save time long term by ensuring reasonable efficiency and effectiveness when performing common tasks and reducing training costs.
- The successful vendor will create a comprehensive list of runbooks that would advance SAM's objective of having ready-to-go responses to a range to possible technological and operational failures. Each list item will include cost and benefit estimates so that SAM may determine which ones to have the successful vendor develop and maintain.

2. Lifecycle management of equipment and services

- There is currently no single agency-wide method for tracking when equipment will reach the end of support or planning for replacements.
- In the current environment, replacement equipment can be unavailable or incur long lead times. While spares currently exist, there is no management or planning of the inventory of spare equipment.
- The successful vendor will create and support a central asset management system for all equipment related to technology systems and will train SAM and MV staff as needed on how to use the system.

3. Proactive support

- No process currently exists to identify trends (when issues become chronic problems), nor is there any periodic review of support effectiveness.
- The successful vendor will work closely with SAM and MV to determine what data collection methods and key performance indicators may be used to identify trends in both the efficacy of the technology systems themselves and the systems in place to support the use of those systems.

GAPS IN TRAINING

SAM recognizes that turnover is a natural part of any organization and may impact the continuity of support services for technology systems. The existing mobile technology vendors offer training virtually and in person. The Passio/CTS system is comprehensive and includes

tools and features that could be extremely helpful for grant reporting and federal and state requirements. However, current staff utilization of the tools in this program is minimal.

The successful vendor will collaborate with the existing vendors and MV and SAM staff to determine the necessary training and frequency, including a plan for how they will mitigate the impact of turnover on the support services provided. It may include the following:

1. A proposed process for knowledge transfer between departing and incoming support staff.
2. A proposed process for documenting and updating runbooks, support procedures, and system configurations to ensure continuity of service.
3. A proposed process for ensuring that new support staff are trained on the mobile technology systems before assuming their roles.
4. A proposed schedule for regular training and retraining sessions.
5. A proposed process for identifying staff training needs.
6. A proposed process for delivering training and retraining sessions, including the use of online and in-person training methods.
7. A proposed process for documenting staff training and retraining activities.

Exhibit B
[Personal Services Agreement Template]

CITY OF SANDY
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Sandy, Oregon (hereinafter referred to as the "City"), and (NAME OF COMPANY). (hereinafter referred to as "Consultant") for the project commonly known as the (NAME OF PROJECT) ("Project").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

A. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

B. Consultant's Services

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City, and shall be returned to Consultant to affix such signature, stamp or initials, as appropriate. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the

Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

- B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to the services as contemplated by this Agreement.
- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.6 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit A.

C. Compensation

- C.1 City agrees to pay Consultant not more than (**DOLLAR AMOUNT IN WORDS**) (**\$dollar amount in numbers**) for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on the fee proposal as provided in Exhibit A. Compensation shall be only for actual tasks as listed in the fee proposal and time worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the deliverables devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Fee Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing without the prior written consent of both parties to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses which are set forth in Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.

- C.4 Except for amounts withheld by City pursuant to this Agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- C.5 City shall be responsible for payment of required fees, payable to governmental agencies (including, but not limited to fees related to plan checking, land use, zoning, building permits, and all other similar fees resulting from this project) and not specifically covered by Exhibit A.
- C.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- C.7 In the event Consultant's responsibilities as described in Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

D. City's Project Manager

The City's Project Manager is (name of City's project manager, and title). City shall give Consultant prompt written notice of any resignation of its Project Manager.

E. Consultant's Project Manager

Consultant's Project Manager is (name of consultant's project manager, and title). In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such resignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

F. Project Information

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

G. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local laws, rules, or regulations, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

H. Consultant is Independent Contractor

- H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.
- Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- H.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- H.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City in writing, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.
- H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- H.5 No person shall be employed under the terms of this Agreement as described herein in violation of any wage and hour laws.
- H.6 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incidental to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and

hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultant's compensation is based.

H.7 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

I. Indemnity and Insurance

I.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto, and all liability resulting from the negligent acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work performed under the contract. Consultant shall hold City harmless from and indemnify City against any and all claims of loss or damages including reasonable costs, expenses, and attorney's fees to the extent resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval or acceptance by City, its Project Manager or City employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from claims, losses and damages resulting from Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

I.2 Insurance Requirements and Consultant's Standard of Care.

I.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

I.2.2 Reserved.

I.2.3 In the performance of its professional services, Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's

re-performance of any services, even if done at City's request, shall not be

considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

- I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be canceled or reduced or materially changed by endorsement. The Consultant shall provide not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- I.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
- I.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
 - I.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$2,000,000 combined single limits.
 - I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
 - I.2.5.4 Professional liability insurance of \$2,000,000 per occurrence and in the aggregate, including contractual

liability coverage. If Consultant proposes using subcontractors, in addition to any

other requirements of this Agreement, such subcontractors shall provide Professional Liability Insurance in an amount and form of coverage that complies with the requirements of paragraphs I.2.1, I.2.3, I.2.4 and I.2.5.4.

I.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in all insurance coverages identified in items I.2.5.2 and I.2.5.3.

I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City shall be excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

J. Early Termination

J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

J.1.1 By mutual written consent of the parties;

J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and

J.1.3 By Consultant, effective upon 14 days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

J.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

J.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.

J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Section N for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

K. Suspension of Work

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant.

L. Subconsultants and Assignments

- L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the City Project Manager. In all subcontracts entered into by the Consultant pursuant to this Agreement, the City shall be named as an express third-party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City beyond the scope of payment for services as contemplated by this Agreement.
- L.2 City shall have the right to let other contracts be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers, consultants and other City contractors on this and related City projects, and the City itself, so that all portions of this and other projects may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and consultants and affected public utilities, whose designs are fitted into Consultant's designs and detail drawings, giving full information so that conflicts can be avoided.

M. Access to Records

The City, Oregon Secretary of State's Office, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Oregon Secretary of State's Office, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this Agreement for a period of four years after the completion or termination of this contract.

N. Work is Property of City

N.1 Originals or Certified copies of the original work forms, including but not limited to documents, reports, data, spreadsheets, digital files, presentations, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Consultant shall be entitled to keep copies of all work products produced.

N.2 Reserved.

O. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

P. Adherence to Law

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. Consultant agrees that the public contract law provisions contained in ORS Chapter 279C shall apply to and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425A, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses (including a City business license) or permits, which the consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

Q. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks beyond which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has previously agreed to pay.

R. Other Conditions

R.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the Project; and further, that any review or approval by the City of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

R.1.1 Reserved.

R.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant agrees and understands that as part of the service it is providing are professional assessments of cost and price of labor and materials; potential for unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; evaluation of the likelihood of issues arising regarding time or quality of performance by third parties; quality, type, management, and direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. While the parties acknowledge that the work contemplated under this Agreement cannot provide exact costs, Contractor agrees, acknowledges and understands that the City intends to rely on Contractor's expertise in accurately evaluating Project costs, financial aspects, economic feasibility, and schedule estimates.

R.1.3 Record Drawings. Records, drawings, and reports will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is

responsible for any errors or omissions about which the Consultant knew or should have known in the information from the City or those employees or firms employed by the Consultant under the terms of this Agreement as stated therein that is incorporated into the records, drawings and reports.

- R.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any other previous or subsequent breach by Consultant.

S. Assignments of Products Rights

- S.1 The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the Consultant's work under this Agreement.
- S.2 The City agrees to include the Consultant's name and give credit to the consultant or the design in presentation and publication of the design and completed work resulting from this Agreement.

T. Dispute Resolution

- T.1 Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.
- T.2 Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.
- T.3 The parties shall exercise good faith efforts to select a mediator, who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation, and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

U. Integration

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement 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 the specific instance and for the specific

purpose given.

There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

V. Miscellaneous / General

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this Agreement as described herein. Any conflict between a term or condition of this Agreement and a term or condition contained in an exhibit to this Agreement will be resolved in favor of the language in this Agreement.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this XX day of February _____, 2024.

[Signatures on Following Page]

CITY OF SANDY

CONSULTANT:

By _____

By _____

Andi Howell,
Transit Director
Project Manager

(signer)

City of Sandy

(company name)

Mailing Address:

Mailing Address:

16610 Champion Way
Sandy, OR
97055

xxxxxxx

xxxxxxx

Phone:

Phone:

503-489-0925

xxxxxxxxx

Email:

Email:

ahowell@ci.sandy.or.us

xxxxxxxxx

Employer ID No.

xxxxxxxxx

EXHIBIT A SCOPE
OF WORK

(insert after this page)

Exhibit C
RESPONSIBILITY DETERMINATION

Please complete the following and return with your proposal submission.

I certify that proposer (please mark any that are applicable):

Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all Project responsibilities.

Has completed previous contracts of a similar nature with a satisfactory record of performance.

Has a satisfactory record of integrity.

Is legally qualified to contract with the City.

Complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318.

Supplied all necessary information in connection with the inquiry concerning responsibility.

Was not debarred by the City under ORS 279B.130.

Does not owe a liquidated and delinquent debt to the state.

Has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.