

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NO. TBD

**SHORT TITLE OF WORK PROJECT:
SUPPORT AND MAINTENANCE OF REVENUE BUREAU SOFTWARE APPLICATIONS**

This Contract is made by and between the **City of Portland**, a municipal corporation of the State of Oregon, and its successors or assigns (hereafter called "City"), and **Compass Computing Group, Inc.**, an Oregon corporation, hereafter called Contractor, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties." The City's Project Manager for this contract is Terri Williams.

Effective Date and Duration

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be for five years, from **April 1, 2011** ("Effective Date"), to **March 31, 2016**.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed **\$530,000.00** for accomplishment of the work.
- (b) Payments shall be made to Contractor according to the schedule identified in Exhibit A, Statement of Work and Payment Schedule.

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CONTRACTOR DATA AND CERTIFICATION

Contractor Name: Compass Computing Group, Inc.
 Address: PMB 119, 9220 SW Barbur Boulevard, #119, Portland, OR 97219
 Employer Identification Number (EIN) 91-1753018
 City of Portland Business License # 437014

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

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

1. Definitions

These definitions apply to the entire Contract and subsequent Amendments, Task/Change Orders:

"Acceptance" means Product has been inspected, loaded, shipped, transported, installed, delivered, configured and diagnostic tests have been performed to demonstrate, to the City's satisfaction, that Product conforms and operates according to the requirements of this Contract, applicable Documentation and Contractor's representations.

"Acceptance Criteria" means all specifications, functionality and performance requirements as set forth in the Statement of Work (as such specifications, and requirements and Statement of Work may be changed from time to time by mutual agreement in writing) and Contractor's representations and warranties. The City's acceptance criteria will be based on reliance on Contractor's experience and expertise. City and Contractor agree to establish the Acceptance Criteria in writing for the purpose of conducting Acceptance Testing.

"Acceptance Date" means the date on which the City issues a Certificate of Acceptance for a Deliverable. In regard to a particular Task Order without a requirement for an Acceptance Test, the Acceptance Date is the date when the City certifies to Contractor in writing that the Service or installation is complete.

"Acceptance Test" means the evaluation and testing method, procedures, or both, that are used to determine whether or not a Deliverable requiring Acceptance Testing operates in accordance with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

"Amendment" means a written document required to be signed by both Parties when in any way altering the terms and conditions, term, or cost provisions of the Contract or changing, adding to, or substantially altering a Statement of Work.

"Certificate of Acceptance" means a written instrument by which the City notifies Contractor either that in its sole discretion the Acceptance Criteria have been met or waived, in whole or in part.

"Change Order" means a written request to document a change to an existing Task Order that the City and Contractor may execute from time to time under this Contract.

"City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing party.

"Coverage Hours" means those hours specified in this Contract or subsequent Task Order during which period Contractor shall provide Services.

"Customization" means (a) any modification to or adaptation of the Software, or (b) any new component or accessory or new code, whether prepared, created, or developed (1) by Contractor at the City's request as a work for hire, (2) by the City, or (3) by the City in conjunction with Contractor.

"Day" means a calendar day of twenty four (24) hours unless otherwise stated in the Contract.

"Deliverable(s)" means the means the goods or services or documents or other tangible work products described in the Statement of Work or a Task Order, to be provided to the City by Contractor

"Documentation" means user manuals and other written materials in any form that describe the features or functions of the Software or Deliverables, including but not limited to published specifications, marketing materials, technical

manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Error” means any defect, problem, condition, bug, or other partial or complete inability of the Software to operate either (a) in accordance with the applicable Specifications and Documentation or (b) as to the Software, in the same manner in which the Software operated as of the Acceptance Date.

“Fix” means a correction to Software that does not function or operate in accordance with the Documentation. A Fix is not a Modification, Upgrade or Software Enhancement.

“Maintenance” means services provided by Contractor to the City designed to keep Software operating in optimum condition, including Updates and Upgrades and application development to accommodate changes in the business requirements of the City.

“Material Breach” means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.

“Product(s)” means Software, Equipment, Documentation and supplies, Services including warranty services, installation and Maintenance and professional services, which may include Upgrades, Customization and training.

“Project” means the overall collection of activities required for delivery and support of the Software including, without limitation, design, development, integration, testing, support and Maintenance, any of which Contractor may be providing in whole or in part.

“Repair” means to fix, patch, reprogram, or replace the Software component thereof so as to eliminate Errors or failure to the City’s satisfaction.

“Services” means both ordinary and professional services as required to be performed by Contractor under this Contract for the City. Services include, but are not limited to, Maintenance, consulting, training, analysis, programming, testing, installation, needs assessment, or technology review.

“Software” means the, including, without limitation, the applications and programs set forth in Exhibit A developed by Contractor for the City as well as any customization, diagnostic software, Updates, Upgrades and any related Documentation delivered to the City by Contractor.

“Source Code” means a complete copy, expressed in high-level (i.e., human readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software. Source Code shall include all material including but not limited to design documentation, Software documentation, reference manuals and documentation, libraries for the Software, and interface software (patch or whole programs), in any form (printed, electronic, or magnetic) and any other information necessary that a reasonably skilled programmer or analyst can understand and maintain the Software.

“Statement of Work” (SOW) means the written detailed specifications of the Deliverables or Services(s) to be delivered to the City by Contractor subject to the terms and conditions of this Contract.

“Subcontractor” means any person or business entity employed to perform all or part of an obligation of this Contract under the control of the Contractor.

“Task Order” means any written request or document issued by the City and signed by both Parties for additional Product(s) or Service(s) to be provided under this Contract. Task Orders shall document the description of goods and/or services, price, payment schedule, project and performance schedule, due dates, milestones and deliverables...

“Third Party Software” means software other than Contractor Software provided to City by Contractor under this Contract and that Contractor is authorized to license to the City subject to the original manufacturer’s standard provisions.

"Update" means a change, modification, or enhancement to the Software, and related Documentation, which improves its performance or efficiency, but does not alter its core functionality.

"Upgrade" means a newer, better version, change, modification, or enhancement to the Software, and related Documentation, which Contractor makes available from time to time, which incorporates major new features or increases the core functionality of the Software and may be considered a new version. Software Upgrades may include error correction, bug fixes, additions to, or patches to the Software.

"User" means any person employed or working on behalf of the City, its Bureaus, Divisions, Offices, Directors, and any person or entity under contract or authorized by the City to provide it with services and to use the City's resources in whole or in part, in the course of assisting the City.

2. Order of Precedence

In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict will be resolved by designating which portion of the Contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract the order of precedence shall be: a) Amendments to this Contract, b) this contract's terms and conditions, c) Change Orders, d) Task Orders, e) Exhibit A, Statement of Work and Payment Terms, f) Exhibit B, Contractor's Quotation.

3. Task Orders

(a) The City and Contractor agree that if the City requires additional Services or Products, it may submit a Task Order to Contractor. Task Orders are subject to the terms of this Contract. Agreed-upon changes shall not be retroactive and shall apply as of the effective date of the respective Task Order. Changes to a Task Order shall be done via the Change Order process, outlined below.

(b) Change Orders to a Task Order. The City reserves the right to make changes, at any time to a Task Order in the form of a Change Order agreed to in writing by the Parties. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract as needed or adjust the fee accordingly, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified fee.

(c) Survival of Orders. In the event that a Task Order/Change Order is not completed prior to the expiration of this Contract, the Task Order/Change Order shall survive the expiration of such until completion and all provisions of this Contract shall be considered active and in full force until the Task Order/Change Order reaches conclusion. In no case shall a new Task Order/Change Order be placed by the City or be accepted by Contractor after the expiration date of this Contract.

4. Access to Records

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

5. Audits

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

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

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

6. Effective Date and Duration

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

7. Early Termination of Agreement

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. Payment on Early Termination

- (a) In the event of termination under subsection 7(a) or 7(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 7(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 7(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 9(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

9. Remedies

- (a) In the event of termination under subsection 7(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 7, **Early Termination of Agreement** and section 9, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 7(c), **Early Termination of Agreement** and section 8(b), **Payment on Early Termination** hereof.

10. Subcontracts and Assignment

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

11. Compliance with Applicable Law

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

(a) Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Agreement. Nothing in this section requires the

Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) Indemnity - Claims for Professional Liability

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

(c) Indemnity - Standard of Care

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

(d) Indemnity – Infringement of Intellectual Property Rights

Contractor shall, at its own expense, hold harmless, indemnify, and defend the City, its directors, officers, employees, agents and affiliates from and against any and all claims, demands, damages, liabilities, losses, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged violation or infringement by the Software of any proprietary right of any person whosoever, including any copyright, patent, trade name, trademark, or misappropriation of the trade secrets of any third party. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise. No settlement that prevents the City's continuing use of the Software/Products shall be made without the City's prior written consent. If any third party claim causes the City's use of the Software to be endangered, restricted or disrupted, Contractor shall (i) cause the Software to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product; (ii) cause the Software to be modified to avoid the infringement; (iii) obtain a license for the City to continue using the Software and pay any additional fee required for such license; or (iv) if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, Contractor will terminate the license and refund to the City fees actually paid by the City and any direct damages documented by City for the affected Software and Documentation.

12. Insurance

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

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

- (b)** ☒ Required and attached or Waived by City Attorney: _____

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

- (c)** ☒ Required and attached or Waived by City Attorney: _____

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

- (d)** ☒ Required and attached or Waived by City Attorney: _____

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

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

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

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

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Severability

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

17. Waiver

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

18. Warranties

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

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

(c) Contractor warrants and represents the following:

(1) Software, including all components and Upgrades supplied by Contractor, shall operate in accordance with Acceptance Criteria and all Documentation.

(2) Software is compatible with the City's existing data files and systems as may be applicable and identified at the time of this Contract or a Task/Change Order, and shall run in accordance with the Documentation.

(3) No Material Defects or Viruses/Illicit Code. Software is free of any defect in material of the media in which it is delivered and is free of any virus, Trojan horse, spyware, malware, or other program routine designed to erase, disable or otherwise harm the City's hardware, data or other programs that Contractor knew or should have known was contained in the Software or other code or program.

(4) Software shall not:

- A) contain any hidden files that Contractor or any Subcontractor to Contractor knew or should have known were contained in the Software or programming;
- B) replicate, transmit, or activate itself without the control of an authorized person operating computing equipment on which it resides, unless requested or authorized by the City;
- C) alter, damage or erase any data or computer programs without the control of an authorized person operating the computing equipment on which it resides;
- D) contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this contract, based on residency on a specific hardware configuration, frequency of duration of use or other limiting criteria (any of the foregoing shall constitute "illicit code").

(d) Documentation Explains Use. Contractor warrants that the Documentation shall explain the operation of the Software in terms understandable by City Users of reasonable technical competence.

19. Governing Law

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

20. Dispute Resolution. Contractor shall cooperate with the City to assure that all claims and controversies which arise during Contractor's performance of Services under this Contract or a Task/Change Order subject to this Contract and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

(a) Any dispute between the City and Contractor arising prior to completion of Contractor's services or the earlier termination of the Contract shall be resolved, if possible by the Contract Manager or their designee on behalf of the City and on behalf of Contractor.

(b) If the Contract Manager or the Contract Manager's designee and Contractor are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to Bureau of Technology Services Chief Technology Officer on behalf of the City and on behalf of Contractor for resolution, if possible.

(c) Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

(d) Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.

(e) Unless ordered by the City to suspend all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services or delivery of Products without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures and shall comply with any mutually agreed upon Task/Change Orders that the City may issue regarding the acceleration of all or any portion of the Products or Services. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute, in accordance with the provisions of the Contract or Task/Change Order.

21. Amendments

No provision of this Contract may be amended or modified unless such Amendment or modification is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. All changes that would permanently change any provisions of this Contract shall be memorialized in the form of an Amendment. If the requirements for Amendment or modification of this Contract as described in this section are not satisfied in full, then such Amendments or modifications automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

22. Business License

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

23. Prohibited Interest

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

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

24. Payment to Vendors and Subcontractors

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

25. Written Notifications

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

For City:

Name: Terri Williams
 Title: LTD Manager
 Address: 111 SW Columbia St., #600
 Portland, OR 97201

For Contractor:

Name: Frank Bubenik
 Title: Secretary
 Address: PMB 119
 9220 SW Barbur Blvd #119
 Portland, OR 97219

Copy to:

Technology Contracts Management
 Procurement Services
 Address: 1120 Southwest Fifth Avenue
 City, State: Portland, OR 97204

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

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

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

29. Confidentiality

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

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

(c) Scope. This Agreement shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. This Agreement shall not apply to Confidential Information which (1) is or later becomes part of the public domain without breach of this Agreement and through no wrongful act of Contractor,

(2) Contractor rightly receives from a third party, or (3) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Agreement or the date of any access or exposure to any Confidential Information. Contractor's obligations under this Agreement shall survive termination.

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

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

30. Public Records Request. Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submits to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Law. Subject to the following conditions, the City agrees not to disclose any information Contractor submits to the City that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as Confidential. The City's commitments to maintain certain information confidential under this agreement are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

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

32. Progress Reports

The Contractor shall provide progress reports to the Project Manager as requested. If applicable, the Statement of Work should list what information the Contractor must include in monthly progress reports.

33. Task Orders

(a) The City may assign additional individual projects on a Task Order, time-and-materials basis as project needs are identified. The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order, similar in content to the work outlined in the Statement of Work, prior to commencement of the work. Any changes to the scope of work, schedule, deliverables, and compensation in a Task Order must be agreed upon by Contractor and the City in writing as a Change Order to the Task Order.

(b) Following each executed Task Order, the City's Project Manager will work directly with the Contractor for the duration of the project, unless otherwise noted on the Task Order.

34. Acceptance Testing

(a) Prior to Accepting Software, Updates, Upgrades, modifications to the Software, or other Deliverables, the City shall have the right to perform Acceptance Testing. Contractor shall cooperate with the City in the development of

Acceptance Criteria and the Acceptance Test Plan that shall codify and set forth the location, date, and other specifications of the test.

(b) Procedure and Timetable. Unless otherwise specified, the City shall commence the Acceptance Test no later than ten (10) days after receipt of a Deliverable. Contractor shall provide, at no additional cost, reasonable and appropriate support, assistance, and consultation regarding the Deliverable in order to facilitate Acceptance Testing. Acceptance Testing shall not exceed thirty (30) days; and The City will make all reasonable efforts to complete the Acceptance Test within the time period specified. If the Acceptance Test is successful the City shall issue a written Certificate of Acceptance.

(c) Failure of Acceptance Test. The City will notify Contractor if a Deliverable or a portion of a Deliverable, fails to pass an Acceptance Test and will specify in reasonable detail the identified failures and possible reasons for failure. After City's notification, Contractor shall correct the Deliverable, or the affected portion, within ten (10) days and notify the City that the Correction has been completed. After Contractor's Correction notification, the City shall perform a second Acceptance Test. If the Deliverable, or portion of the Deliverable, fails to pass the second Acceptance Test, the City shall notify Contractor in writing, and the City may, in its sole discretion: (a) terminate the Contract or Task/Change Order with no further liability; (b) request Contractor to replace the Deliverable or defective portion of the Deliverable at no additional cost to the City, c) request Contractor make further corrections to prepare for retesting again; (d) accept the Deliverable at a reduced cost to be negotiated between the Parties; or (e) issue an Acceptance Certificate entitled "Acceptance with Exception(s)."

(d) If the City issues an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction. If exceptions are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue a Certificate of Acceptance. If a Deliverable fails a second Acceptance Test (or in the event of a single Acceptance Test, the Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.

(e) If the City elects to accept the Deliverable even with the failure(s), then the City may request that Contractor issue a refund to the City in an amount equal to a percentage of the full fee value of the Deliverable that the Parties mutually determine represents the loss of functionality of the Deliverable.

(f) The City shall have the right to revoke "Acceptance with Exception(s)" if the City granted an "Acceptance with Exception(s)" based on Contractor's commitment to correct the defect within a reasonable period of time, but the defect has not been so corrected. The City shall also have the right to revoke Acceptance if the City accepted the Deliverable without discovery of the defect, and the Acceptance was reasonably induced by Contractor's assurances or by the difficulty of discovery of the defect before Acceptance. Revocation is effective only if it occurs within a reasonable time after the City discovers or should have discovered the reasons for revocation.

35. Security. (10/08) Contractors providing or having access to data containing City confidential or personally identifiable information (as defined in the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628) must maintain and demonstrate compliance with the following:

(a) **(10/08)** Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628. Specifically Contractors must develop, implement and maintain reasonable safeguards to protect the security, confidentiality and integrity of the personal information, including disposal of the data. Contractors must also provide immediate notification to the City of a data security breach (as defined) and in cooperation with the City, provide notice to affected consumers. Any costs or fees incurred by the City due to Contractor's data breach, including but not limited to notification, consumer credit reports or fines by the Department of Consumer and Business Services, shall be reimbursed to the City by Contractor.

(b) **(10/08)** City of Portland, Bureau of Technology Services Security Standards. Specifically Contractors must comply with Technology Services, Information Security Administrative Rules 2.01, 2.02, 2.08, 2.12 and 2.15. These rules are located at: <http://www.portlandonline.com/auditor/index.cfm?c=26821>.

(c) **(1/09)** Additionally, any Contractor who provides or has access to Software which process and /or interacts with credit/debit card information must also be compliant with the Payment Card Industry- Data Security Standard (PCI-DSS). The most current version is 1.2. These standards are maintained at www.pcisecuritystandards.org

This Contract, together with all Exhibits, Attachments and those documents which by their reference have been incorporated herein, constitutes the entire Contract between the City and Contractor and supersedes all proposals, oral and written agreements, between the Parties on this subject.

The Parties agree the City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

CITY OF PORTLAND

COMPASS COMPUTING GROUP

Chief Procurement Officer _____ Date _____

Christine Moody _____

Printed Name

APPROVED AS TO FORM ¹⁰¹²

[Signature]
Deputy City Attorney

CITY ATTORNEY

3/15/11

Date

Authorized Signature _____ Date _____

Printed Name and Title _____

Address: _____

Phone: _____

Fax: _____

EXHIBIT A**STATEMENT OF WORK
AND PAYMENT SCHEDULE****1. SUMMARY**

In conjunction with its business operations, the City of Portland's Revenue Bureau (a.k.a. Bureau of Licenses) began building custom software for its Business License Information System (BLIS). When the initial custom development of BLIS could not be completed, the City selected Compass Computing Group, Inc. ("Contractor") to complete the development. The BLIS software development has been completed. Additional custom software has been developed by Contractor for the Revenue Bureau.

Software covered under this Statement of Work includes the following applications:

1. Business License Information System (BLIS)
2. Regulatory Information System software (RIS)
3. Transient Lodging Tax System software (TL)
4. Lloyd BID software (LBID)
5. Personal Income Tax Software (ITAX)
6. Payday Lender software (PL)
7. Tow Desk software (Tow Desk).

Contractor shall provide the City with Maintenance Services for all Revenue Bureau Software developed by Contractor. These Maintenance Services shall cover all existing Software listed above and Upgrades and Updates, as well as Maintenance Services and Upgrades on all new Software that may be developed by Contractor at a later date under this Contract. Maintenance Services shall also include:

1. Technical support from Contractor via e-mail and remote access
2. Problem diagnosis and problem resolution with existing Software
3. Software Upgrades and Updates as a result of maintenance and change requests made by the City
4. Software Upgrades and Updates for repair and bug fixes.

2. SCOPE OF WORK**2.1 General Application Development**

The Revenue Bureau application software utilizes several application development environments. These include Visual Basic, Visual C++, other Visual Studio 6 products, Visual Studio.Net products, MS Access, PowerBuilder, Cold Fusion, HTML, XML and Crystal Reports. The Bureau anticipates that other tools will be used in the future as need dictates and technology evolves.

The Bureau requires IT services, including but not limited to business process definition and analysis, requirements definition, internal software development process improvements, systems integration and application development and maintenance using specific programming languages and tools noted above.

There are five (5) general applications that require work under this contract:

- 2.1.1 Business License Information System (BLIS) application development, enhancement and maintenance needs during the life of this contract include, but are not limited to:
 - Application enhancements needed as a result of the Code changes approved by City Council or Multnomah County Board of Commissioners, including exemption module modifications, owner's compensation deduction modifications, minimum tax modifications and new credits enacted by Council.
 - Application enhancements and upgrades as a result of License and Tax Division process changes.

- Application enhancements to the Payment Plan module.
 - Interface maintenance as needed by SAP.
 - Direct File Online (DFO) modifications and maintenance.
 - SPROC maintenance and modifications.
 - Data and application maintenance to resolve issues.
 - Application enhancements to the NSF module.
 - Windows 7 compliance upgrades.
 - Upgrade to Access 2010.
 - Development of an NOS module.
- 2.1.2 Regulatory application development, enhancement and maintenance needs during the life of this contract include, but are not limited to:
- Tow Desk application maintenance, including upgrades for Windows 7 compliance and upgrade to Access 2010.
 - Regulatory Information System enhancements and maintenance, including additional automated correspondence, DFO module development and complaint process enhancement.
 - Payday Lender Database application maintenance
- 2.1.3 Business Improvement District application development, enhancement and maintenance needs during the life of this contract include, but are not limited to:
- Lloyd BID application maintenance, including Office 2010 upgrades
- 2.1.4 Transient Lodging (TL) application development, enhancement and maintenance needs during the life of this contract include, but are not limited to:
- TL application upgrades obtain "after go-live" functionality requirements.
 - User enhancement requirements and expanded reporting needs, including fund disbursements
 -
- 2.1.5 Personal Income Tax application development, enhancement and maintenance needs during the life of this contract include, but are not limited to:
- Software upgrades to allow new program administration for other Oregon cities as personal income tax ordinances are passed.

2.2 Coverage Hours

Contractor shall provide Services to the City between the hours of 7:00 a.m. and 6:00 p.m. Pacific Time, Monday through Friday. In addition, Contractor agrees to provide after-hours emergency services via e-mail and remote access seven (7) days a week, twenty-four (24) hours a day.

2.3 Response and Resolution Times

For any production issue hampering daily operations, Contractor will respond within 24 hours and resolve the issue within two (2) business days after the response, or other time as mutually agreed with the City. For any production issue where daily operations are not impacted, Contractor will respond within one week and resolve the issue within five (5) business days after response, or other time as mutually agreed with the City..

2.4 Qualifications

Contractor personnel performing Services under this Contract shall have the following skills and expertise:

- (a) Skills and ability to evaluate, analyze and document existing and proposed business processes; work collaboratively with stakeholders to define system requirements; write clear, accurate and useful requirements documents; perform options analysis and present recommendations.
- (b) Skills in the development of applications for use in the field with devices such as palm-based computers or laptops. This included integration with enterprise applications and databases. It may include the use of wireless technologies.
- (c) For the development tools and languages listed below, must have the skills in the design, development, implementation, enhancement and/or maintenance of enterprise and workgroup applications using

relational databases for data storage, retrieval and management. Skills and ability to effectively document and transfer knowledge of work products and processes to Bureau IT staff, specifically Senior Business System Analysts and Applications Analysts. The contractor may be required to provide training and mentoring of staff in the use of these tools:

- Microsoft development tools. These tools include but are not limited to Visual Basic 6, Visual C++, and Visual Studio.Net. The contractor must demonstrate ability to obtain proficiency with new releases and product offerings from Microsoft.
- Internet and Intranet applications and systems. These tools include Java, Cold Fusion, ASP, ASP.Net, HTML, SML, PHP and other state-of-the-art development tools.
- Microsoft Access. Services include migration of complex Access front-end applications and server-based databases to SQL Server in addition to the specific services listed above.
- Crystal Reports. Services include development of customized reports and training City staff on the use of Crystal Reports.

3. Subcontractors

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

NAME	ROLE ON PROJECT
none	

4. Price and Payment

4.1 Prices

Prices are as set forth in Exhibit B to this Contract, Contractor's Price Quotation.

Each year this Contract is in force, hourly rates may be increased up to two percent (2%) annually.

4.2 Payment

Contractor may submit bimonthly invoices for work performed; otherwise the Contractor shall submit monthly invoices. Unless subject to successful completion of an Acceptance Test or other payment milestone specified in any respective Task/Change Order, payment shall be issued by the City net thirty (30) days from receipt and acceptance of a proper invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Deliverables and/or Services; and the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed; and the title and phone number of the responsible official to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to vendor. The Contractor shall also attach photocopies of any claimed reimbursable expenses.

Payment of any bill does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

184491

EXHIBIT B
CONTRACTOR'S PRICE QUOTATION

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

184491

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

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

City Project Manager Signature

Date

SECTION C

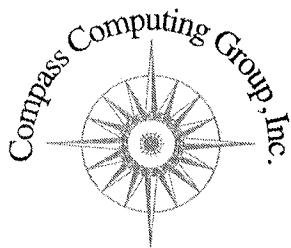
Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature

Date



Pointing you in the right direction

EXHIBIT B
CONTRACTOR'S PRICE
QUOTATION

1844 91

PMB 119
9220 S.W. BARBUR BLVD., STE. 119
PORTLAND, OR 97219
PHONE: (503) 691-5706
FAX: (503) 691-2919
WEB: www.compeomgrp.com

Compass Computing Group, Inc.

Pricing Document – City of Portland – Revenue Bureau

March 13, 2011

Consulting Services

Service:

Analysis and Programming

Rate:

\$75 per hour