

EXHIBIT A

CITY OF PORTLAND

PRICE AGREEMENT FOR SECURITY SERVICES FOR SMARTPARK PORTLAND DOWNTOWN HELIPORT & STREETCAR FACILITIES

Contract Number: [Redacted]

As authorized by _____, this Price Agreement ("Contract") is made effective on _____ ("Effective Date") by and between the City of Portland ("City"), a municipal corporation of the State of Oregon, and _____ ("Contractor"), a(n) _____ corporation, 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 initial Term of this Contract shall be from the Effective Date through _____, with the City's option to extend for an additional _____ years, for a total not to exceed ___ years. The total not-to-exceed amount under this Contract for the initial Term shall be \$XXXXXX per year for a total of \$_____. (11/20)

Party contacts and Contractor's and City's Project Manager for this Contract are:

Table with 2 columns: For City of Portland: and For Contractor: containing fields for Name, Title, Address, City, State, e-mail, and Copy to: (BUYER) Procurement Services, 1120 SW 5th Ave., Portland OR 97204.

Scope and Consideration

- (a) Contractor shall perform the Services and provide the Deliverables set forth in the Statement of Work or Task Order by the due dates specified in the Contract.
(b) Payments shall be made to Contractor according to the schedule identified in Exhibit A, the Contractor's Price.
(c) Contract Not Exclusive. The City may, but is not required to, purchase any Goods or Services within the scope of this Contract. Good or Services will be requested on an as-needed basis, and there is no guarantee of a minimum or maximum quantity. This Contract

does not create an exclusive relationship between the City and Contractor, and the City retains the right to purchase the same or similar goods or services from other providers.

Recitals:

WHEREAS, to further its government operations, the City of Portland desires to _____;
and

WHEREAS, the City issued Request for Proposal (RFP)/Invitation to Bid (ITB) # _____ for

WHEREAS, Contractor, in its Proposal dated _____ and submitted in response to the City's RFP/ITB represented that it has the knowledge, experience, and expertise in _____ for _____; and

WHEREAS, the City selected Contractor based on its Proposal;

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS (11/18)

General Definitions. (11/18) These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders or Task Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

"Acceptance" (11/18) means the Deliverable demonstrates to the City's satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City's Specifications.

"Acceptance Certificate" (11/18) means a written instrument by which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

"Acceptance Criteria" (11/18) means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City's Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria.

“Acceptance Date” (11/18) means the date on which the City issues an Acceptance Certificate for the Deliverable(s).

“Acceptance Test” (11/18) means the evaluation and testing method, procedures, or both, that are used to determine whether or not a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.

“Affiliates” (11/18) means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” (12/18) means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Bid” (11/18) means Contractor’s response to the City’s ITB referenced in the recitals above.

“Business Day” (11/18) means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” (11/18) means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” (12/18) means a document, agreed and signed by both Parties, that changes an existing Statement of Work or Task Order. Change Orders cannot change Contract amount or Master Terms and Conditions.

“COBID Certified” means an entity certified by the State of Oregon Certification Office for Business Inclusion and Diversity.

“Confidential Information” (06/20) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Information Protection Act; (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 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information

which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPAA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. 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 lawfully 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, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

"Contract" (11/18) means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

"Deliverable(s)" (11/18) means the Goods, Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

"Documentation" (11/18) means user manuals and other written materials in any form that describe the features or functions of the Goods and Services, including but not limited to published specifications, online instructions and help, 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.

"Equipment" (11/18) means any hardware, machinery, device, tool, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper implementation and operation of the Goods or Services to be provided to the City by Contractor under this Contract.

"Defect" (11/18) means any error, problem, condition, bug, or other partial or complete inability of a Service, Good or component thereof, to operate in accordance with the applicable Specifications.

"Final Acceptance" (11/18) means the City has determined that all Deliverables have successfully completed Acceptance Testing, which demonstrates to the City's satisfaction that all Deliverables conform to and operate according to the Acceptance Criteria, applicable Documentation, and Contractor's representations; and that for Deliverables not requiring

Acceptance Testing, that the Deliverables conform to the Acceptance Criteria or the City's specified requirements.

"Force Majeure Event" (8/20) means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party and that prevents a Party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.

"Good(s)" (11/18) means the items provided by Contractor to the City under this Contract, as outlined in the Statement of Work.

"Intellectual Property Rights (IPR)" (11/18) means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

"Key Personnel" (11/18) means the specific individuals identified in Section XXXX to fill Key Positions.

"Key Position" (11/18) means a job position critical to the success of the Contract as identified in Section 3.14 of this Contract.

"Labor Peace" a written provision in an agreement or contract whereby a labor organization (as defined by 29 U.S.C. §152(5)), for itself and its members, agrees to refrain from engaging in any picketing, work stoppages, or any other economic interference with the contractor's or subcontractor's performance of services.

"Master Terms and Conditions" (11/18) means the body of text from the preamble through the signature page of this Contract.

"Material Breach" (11/18) means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

"Personally Identifiable Information (PII)" (06/20) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Information Protection Act.

"Project" (12/20) means the overall delivery of the Goods and all related Services including any Deliverables any of which Contractor may be providing in whole or in part.

“Proposal” (11/18) means Contractor’s response to the City’s RFP referenced in the recitals above.

“Purchase Order” (12/20) means a purchasing document provided by the City to Contractor containing the specific details of an individual order, including order quantities, unit prices, delivery locations, and an address for invoicing.

“Repair(s)” (11/18) means to fix or replace the Deliverables, or a component thereof, to eliminate Defects to the City’s satisfaction.

“Services” (11/18) means both ordinary and professional services performed by Contractor under this Contract.

“Specifications” (12/20) means the most current cumulative statement of capabilities, functionality, and performance requirements for the Deliverables and their components as set out in the Acceptance Criteria, Change Orders, the Statement of Work, Documentation, Contractor’s representations, Contractor’s Proposal and Proposal Clarifications, and the City’s Request for Proposals.

“Statement of Work” (SOW) (8/20) means the written detailed specifications of the Goods(s) and Services(s) to be delivered to the City by Contractor, subject to the terms and conditions of this Contract.

“Subcontractor” (11/18) means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“Task Order” (12/20) means any written request or document issued by the City and signed by both Parties for Good(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.

“Term” (11/18) means the period of time that this Contract is in effect as stated on page one.

SECTION 2 ORDER OF PRECEDENCE

2.1 Order of Precedence. (09/17) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in

the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A, Contractor's Price
4. Change Orders
5. Exhibit B, Statement of Work
6. Exhibit C, City's Labor Peace Policy
7. Task Orders
8. Exhibit D, City RFP #00002014
9. Exhibit E, Contractor's Proposal
10. Exhibit F - Sample Documents: F-1, Sample Status Reports, F-2 Certificate of Acceptance, F-3 Change Order, Exhibit F-4 Task Order
11. Contractor's Hyperlinks

SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

- 3.1 Term. (09/17) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.
- 3.2 Point of Contact. (06/20) Contractor shall be the sole point of contact for the City with regard to this Contract and the Deliverables.
- 3.2.1 Written Notifications. (10/18) All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.
- 3.3 Changes to Contract.
- 3.3.1 Amendment of the Contract. (06/19) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

3.3.2 Change Orders to a Statement of Work. (12/18) The City and Contractor can agree to make changes, at any time to a Statement of Work or Task Order in the form of a Change Order. Contractor agrees to timely alter the delivery of Goods or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, 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 amount.

3.4 Delivery. (12/20) Contractor shall ship Goods freight and insurance prepaid; free on board ("FOB") the City's designated location at the time indicated herein. Shipments will be complete and partial shipments will be avoided unless the City agrees in writing to the partial shipment in advance of such a shipment. The risk of loss or damage in transit shall be upon Contractor until the Deliverable is received by the City at the delivery site. Delivery of Goods shall not be deemed to be complete and title to Goods shall not pass to the City until an Acceptance Certificate has been issued by the City.

3.4.1 Delivery Schedule. (09/17) Contractor shall use best efforts to deliver Good(s) and/or Services(s) on time, in accordance with the scheduled delivery date as set forth in this Contract or an individual Task Order, Statement of Work or Change Order.

3.4.2 Time is of the Essence. (06/19) The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.

3.4.3 Late Delivery. (06/19) In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Goods or provide Services which is due to any cause except a Force Majeure Event. In the event of delay due to any such cause, the City may obtain substitute Goods or Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.

3.4.4 Best Efforts. (06/19) Contractor shall use best efforts to minimize any delay in the provision of Goods, Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or

taken to prevent or minimize the delay, and the timetable for implementation of such measures.

3.4.5 Cancellation and Reschedule. (08/19) Unless otherwise set forth in Exhibit A, Contractor's Price or Exhibit B, the Statement of Work, the City reserves the right to cancel or reschedule any order without penalty or charge, by giving written notice to Contractor at any time in advance of scheduled ship date.

3.4.6 Lead Time. (08/19) Lead time for Goods shall be no longer than the lead time set forth in the Statement of Work.

3.5 Access to City Facilities (11/20) Contractor agrees that Contractor's physical or remote access to the City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

3.6 City Reporting Requirements. (01/17/20) The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, participation of COBID Certified firms, and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and COBID Certified subcontracting commitments made by Contractor in its Proposal.

3.7 Payment. (09/17) Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A: Contractor's Price.

3.7.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Goods and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the person 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 Contractor.

3.7.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts

with specified financial institutions. All payments shall be made in United States currency.

- 3.8 Payment of Taxes/Contractor Shall Withhold. (09/17) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.
- 3.9 Records and Audits (06/19)
- 3.9.1 Records Retention. (06/19) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.
- 3.9.2 City Audits. (06/19) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Goods or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- 3.9.3 Access to Records. (06/19) The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- 3.10 Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.
- 3.11 Independent Contractor. (09/17) Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the

Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.

3.12 Personnel.

3.12.1 Key Positions and Personnel. (09/17) For the period of performance until Final Acceptance has been completed, the Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project:

Name	Title/Role	% of Time	Company

3.12.2 Substitution of Key Personnel. (09/17) Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. Contractor shall notify the City within ten (10) Calendar Days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require the written approval of the City. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required in Section 3.11.

For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

3.13 Termination. (06/19) The following conditions apply to termination of this Contract.

- 3.13.1 Termination by City. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination.
- 3.13.2 Mutual Agreement. (09/17) The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- 3.13.3 Material Breach. (09/17) Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- 3.13.4 Force Majeure. (09/17) Either Party may terminate this Contract due to a Force Majeure Event as set forth in Section 5.13, Force Majeure.
- 3.13.5 Bankruptcy. (09/17) The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.13.6 Ownership Upon Termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.
- 3.14 Void Assignment. (09/20) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.8, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Goods delivered and/or Services performed by the third party.
- 3.15 Waiver. (09/17) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon

any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

- 3.16 Severability. (09/17) Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.
- 3.17 Business Tax Registration. (09/17) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, 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.
- 3.18 EEO Certification. (09/17) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.19 Non-Discrimination in Benefits. (09/17) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.20 Sustainability. (09 /20) Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Goods or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Goods or Services into its work performance wherever possible. "Environmentally preferable" means Goods or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Good or Service.

3.20.1 Labor Peace Pursuant to BPC-ADM-1.09 of the City's Sustainable City Principles. Labor Peace (Exhibit C), as it pertains to security services, Contractor shall provide written documentation of a Labor Peace agreement with a labor organization that represents employees providing security services in the states of Oregon or Washington and that represents or seeks to represent any group of the Contractor's, or their Subcontractor's, employees who are or will be involved in providing services to the City under the resulting Price Agreement. The Labor Peace agreement documentation must be signed or certified by an authorized representative of the labor organization not more than one year prior to the Contractor providing such documentation to the City and must be effective for the duration of the resulting Price Agreement. Labor Peace documentation is required to be submitted to the City from the Contractor and all applicable Subcontractors. This labor peace requirement expires at the termination of the resulting Price Agreement between the City and the Contractor.

Nothing in this section requires the Contractor or its applicable Subcontractors to recognize a particular labor organization or to enter into a collective bargaining agreement establishing the substantive terms and conditions of employment. Nor is this section intended to enact or express any generally applicable policy regarding labor/management relations, or to regulate those relations in any way, or to provide a preference for any outcome in the determination of employee preference regarding union representation.

Any failure to comply with this requirement and any service disruption as a result of a labor dispute will subject a contractor to liquidated damages and possible termination of the resulting Price Agreement.

3.20.2 Wages and Benefits Policy Recognizing that these are critical positions that aid in both the reality and perception of security and safety at the City buildings and locations managed by the City, proposers are encouraged to offer a very competitive living wage and benefits package to employees to attract and retain the most highly qualified security officers. This should be based upon the performance and quality requirements outlined herein, and the proposer's experience with local market, labor pool, etc. At a minimum, pay rates must be in compliance with the City's Fair Wage Policy ([Portland City Code 3.99 Fair Wage Policies](#)).

The City Council established a Fair Wage Policy for certain formal service contracts on June 5, 1996. This action ensured that workers performing critical services for the City be compensated at a level that takes them and their families beyond poverty level. On April 15, 1998, the Council amended the Fair Wage Policy on formal contracts for janitorial, security, and parking attendant services. This amendment set forth revised wage rates as well as the requirement that all workers have access to health insurance coverage. On August 24, 2000 the Council has approved a Fair

Wage Ordinance which adopts a Portland City Code establishing a New Chapter 3.99 Fair Wage Policies, to the Portland City Code.

PCC 3.99.3015- Amended by Ordinance No. 187124, effective May 13, 2015.) City of Portland bureaus or operating units entering into contracts for covered services shall include the minimum hourly wage rate established in PCC 3.99 in all procurement announcements and resulting contracts. Contractors' compliance with the minimum wage requirements shall be monitored through submission of monthly certified payroll, mandatory employee notification of minimum wage rates via on-site postings, designation of bureau staff responsible for compliance monitoring and complaint resolution, and other measures deemed appropriate by the City bureau or operating unit. Contracts entered into by the City for covered services shall also include a non-retaliation clause protecting workers who assert wage claims based on this Chapter.

PCC 3.99.030- (Added by Ordinance No. 187124, effective May 13, 2015.) Contracts entered into by the City for covered services shall include in the agreement the minimum hourly wage rate at the time the contract becomes effective and at the annual adjustment date of July 1. For agreements and contracts not subject to Section 3.99.010, the City shall not rely upon, nor reference, this Chapter 3.99 in those agreements.

Health benefits and a benefits package acceptable to the City shall be provided to each employee who participates in the performance of the duties of the awarded Price Agreement. If an employee elects not to receive a portion of, or the entire benefits package, the selected Contractor shall provide the employee, as additional wage, the difference of these costs up to and including a wage and benefit total compensation of not less than Fair Wage Policy minimum rate per hour. The additional benefit compensation must be reflected in the proposal's Attachment 5, Contractor's Staffing Plan and Cost Workbook. Benefits package description and cost shall include direct employee benefits only, such as medical, health/dental, retirement, etc., NOT mandated coverage such as S.S.I., FICA, general liability, automobile liability, and workers' compensation, etc. Complete description of benefit program and cost shall be included in the proposal.

The proposed billing rate should provide for pay increases based on individual security officer performance and should be coordinated with the quality assurance and performance review system required for the awarded Price Agreement.

3.20.3 Employee Retention The City has a vested interest in the retaining the employees who perform security services at City buildings and locations. The certifications, skills, and training involved for all security officer positions makes them a valuable asset for ongoing and future security service needs. Upon the

expiration of the existing agreement for security services, the exiting Contractor will be requested to provide the City with a list including the employees' names, classifications, work locations, and phone numbers, for all active employees who will be laid off upon the Price Agreement's expiration. The City shall offer the list of qualified and trained employee's names and contact information to the awarded Contractor. The awarded Contractor shall be advised to interview and consider for employment, available employees prior to recruiting from the general public to fill any vacancies related to meeting the security officer service requirements of the City in the awarded Price Agreement.

In addition, the City is interested in preventing labor disruption to help maintain the consistency of services, but also as a part of providing a workforce capable of earning a living wage. Therefore, proposers should clearly outline workforce and employee retention policies aimed at retaining motivated and satisfied workers and preventing labor disruption.

The City expects proposers to apply the long-standing tradition and practice of requiring just cause and due process for employee discipline and termination. The City expects proposers to follow a progressive discipline approach, such that remedial training is provided to the employee, that the employee has the opportunity to correct the behavior, and that disciplinary actions follow a documented escalation process prior to termination.

- 3.21 Packaging. (09/17) All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.22 Contract Not Exclusive (09/20) The City may, but is not required to, purchase any Goods or Services within the scope of this Contract. Goods or Services will be requested on an as-needed basis, and there is no guarantee of a minimum or maximum quantity. This Contract does not create an exclusive relationship between the City and Contractor, and the City retains the right to purchase the same or similar Goods or Services from other providers. Payment shall be made only for Goods or Services actually ordered, delivered, and accepted, whether greater or less than the original estimated quantities.
- 3.23 News Releases and Public Announcements. (09/17) Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the City. Such approval may be withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.

- 3.24 Rule of Construction/Contract Elements/Headings. (09/17) This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.25 Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract 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.
- 3.26 Permissive Cooperative Procurement. (11//20) Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to other government entities to purchase any Goods or Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to all public agencies. Each public agency shall execute its own contract with Contractor and shall have the option to negotiate its own terms and conditions.

SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY

- 4.1 Governing Law and Jurisdiction. (01/20) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs Goods under this Contract. Any litigation between the City and Contractor arising under this Contract or out of work performed 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.
- 4.2 Public Records Request. (09/17) 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 submitted 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 Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor

requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

4.3 Public Records. (09/17) The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

4.4 Confidentiality.

4.4.1 Contractor's Confidential Information. (08/19) During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information 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 as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

4.4.2 City's Confidential Information. (08/19) 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 City Confidential Information exclusively for the City's benefit in the performance of this Contract. 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 City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the confidentiality of the City 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 City 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 the Intellectual Property Rights of the City without the City's prior written consent.

- 4.4.3 Scope. (09/17) This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.
- 4.4.4 Equitable Relief. (12/18) Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. (06/19) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES

- 5.1 General Warranties. (09/17) Contractor makes the following warranties:
 - 5.1.1 Capacity. (09/17) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
 - 5.1.2 Authority to Conduct Business. (08/19) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.
 - 5.1.3 Disclosure of Litigation. (09/17) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's

ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.

5.1.4 Conflict of Interest. (09/17) 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 this Contract.

5.1.5 Compliance with Applicable Law. (09/17) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.

5.1.6 Public Contracts. (09/17) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.

5.1.7 Compliance with Civil Rights Act. (09/17) Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>

5.1.8 Respectful Workplace Behavior. (09/17) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>

5.2 Grant Funding. (02/18). This Contract is currently not using grant funding. However, in the event that City acquires or uses grant funding to pay for any portion of this Contract, the City and Contractor agree to Amend the Contract to include the federally required terms and conditions. General grant terms may be found at <http://www.portlandoregon.gov/bibs/article/455735>

5.3 Compliance with Non-Discrimination Laws and Regulations.

- 5.3.1 Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. (06/19) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- 5.3.3 Sanctions for Noncompliance. (09/17) In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. (12/20) Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Goods, Services or activities requested to be provided for City under this Agreement.

At minimum, Contractor shall do the following:

Contractor shall [provide language translation services, sign language, accommodate service animals, audio, TTY, transcripts..... discuss with PM and see what this may involve]

Contractor shall document each ADA request for modification to the Goods or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within [X] Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any

notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Goods, Services or activities that Contractor is undertaking for City under this Agreement.

5.3.5 Required Reporting. (05/19) If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or title6complaints@portlandoregon.gov.

5.4 Goods and Service(s) Warranties. (08/19) Contractor makes the following warranties:

5.4.1 No Third-Party Conflict or Infringement. (01/19) As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.

5.4.2 No Encumbrances. (08/19) All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.

5.4.3 Conformance with Specifications. (11/20) Contractor warrants that the Goods and Services shall operate in conformance with the Specifications per the provisions of a Manufacturer's Warranty.

5.4.4 No Material Defects. (08/19) Contractor warrants that the Goods provided shall be free of any defects in design, material and workmanship.

5.4.5 Equipment and Parts. (08/19) Contractor warrants that Equipment and parts will be new, the latest model (or the one that meets the City's Specifications), and be free from Defects in design, material and workmanship. If Contractor proposes to provide refurbished, reclaimed or remanufactured parts or Equipment to the City, Contractor shall request the City's approval in writing in advance of delivery of Goods and the City retains the right to approve or refuse Contractor's use of refurbished, reclaimed, or remanufactured parts. If the City approves the use of refurbished, reclaimed, or

remanufactured parts or Equipment, Contractor warrants such Equipment have the same warranty as that of new and current Equipment and are subject to all the same provisions of this Contract. If Contractor uses refurbished, reclaimed, or remanufactured parts without the prior approval required by the City, Contractor may be required, at the City's sole discretion, to replace such parts and Equipment with new and current manufactured parts and Equipment at Contractor's sole expense.

- 5.4.6 Planned Obsolescence. (09/20) Contractor warrants that at the time of delivery of Goods, it has no plans in the next twelve (12) months for announcing replacement products for those Goods delivered pursuant to this Contract that would result in reduced support or Warranty Services for the Goods.
- 5.4.7 Compliance with Law. (08/19) Contractor warrants that the Goods conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.
- 5.4.8 Industry Standards. (01/19) Contractor warrants that the Goods are compliant with generally accepted industry standards. Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.
- 5.4.9 Substitution or Modification of Goods at No Charge. (07/20) Substitutions or modifications of Goods may only be provided upon prior written approval by the City. In the event that Contractor substitutes or modifies the Deliverables, Contractor shall ensure that the new or modified Deliverables shall conform in all aspects to the Specifications. Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the City.
- 5.4.10 Warranty Remedies. (08/19) The City may return to Contractor any Defective Goods identified by the City or Contractor, at Contractor's sole risk and expense. Contractor shall provide one of the following remedies for each defective Good in accordance with Contractor's standard return process: (i) repair the defective Good; (ii) replace defective Goods that cannot be repaired; or (iii) make an appropriate credit adjustment or refund the full amount of the price of the Defective Goods.

5.5 Assignment of Manufacturers' Warranties. (01/20) In all cases where Goods are covered by a Manufacturer's Warranty, Contractor will provide the City with all Manufacturer's Warranties. Contractor will assign to the City any Manufacturer's Warranty applicable to any respective Good. Notwithstanding the foregoing, Contractor shall be held responsible by the City for correction to or replacement of the Goods or any of its components during the period of a Manufacturer's Warranty.

- 5.6 No Waiver of Warranties or Representation. (01/19) Delivery of Goods or performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 5.7 No Third Party to Benefit. (09/17) This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.
- 5.8 Assignment. (08/19) Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.9 Notice of Change in Financial Condition. (09/17) Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.10 Notice of Change in Ownership. (09/17) If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.

5.11 Subcontractors. (09/20) Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Goods and Services authorized under this Contract.

All COBID Certified subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any COBID Certified subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

5.12 Flow-down Clauses. (01/19) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

5.13 Force Majeure. (08/20)

5.13.1 If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 5.13.2.

5.13.2 Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During

a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Contract.

5.14 Ownership of Property. (06/19) All work product produced by the Contractor under this Contract is the exclusive property of the City. "Work Product" includes, but is not 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 Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

SECTION 6 INDEMNIFICATION, INSURANCE, AND BONDING

6.1 Hold Harmless and Indemnification. (08/19)

6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.

6.1.2 Infringement Indemnity. (08/19) Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, 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

misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. 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.

6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Goods and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

6.2 Insurance. (08/19) Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.

6.2.1 Insurance Certificate. (08/19) As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.

6.2.2 Additional Insureds. (08/19) For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.

6.2.3 Insurance Costs. (08/19) Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.

6.2.4 Coverage Requirements. (08/19) Contractor shall comply with the following insurance requirements:

6.2.4.1 Commercial General Liability. (08/19) Contractor shall acquire commercial general liability (“CGL”) and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor’s work under this Contract.

6.2.4.2 Pollution Liability. (08/19) Contractor shall acquire (if not included in CGL Coverage noted above) Pollution Liability Insurance covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$3 million with an annual aggregate limit of not less than \$5 million.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

6.2.4.3 Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor’s insurance must cover damages or injuries arising out Contractor’s use of any vehicle.

6.2.4.4 Workers’ Compensation. (08/19) Contractor shall comply with Oregon workers’ compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers’ compensation insurance, Contractor shall acquire workers’ compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers’ compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

6.2.4.5 Professional Liability. (08/19) Contractor shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Contractor under this Contract in an amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of

an occurrence-based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor acquires an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

- 6.2.4.6 Crime Insurance/Employee Dishonesty. (08/19) Contractor shall maintain insurance covering employee dishonesty coverage, forgery or alteration, computer fraud, funds transfer fraud, money and securities, and money orders and counterfeit money. Such insurance shall include limits of coverage of not less than US\$5,000,000.00 (five million U.S. dollars) written on a per occurrence basis.
- 6.2.4.7 Physical abuse and sexual molestation liability. (08/19) Contractor shall acquire, at Contractor's expense and keep in effect during the term of this Contract, Physical abuse and sexual molestation liability insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the City covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the contractor is responsible including but not limited to contractor and contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the contractor, and the contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit shall not be less than \$_____. **These limits shall be exclusive to this required coverage.** Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

6.2.5 Insurance Requirements for Subcontractors. (08/19) Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

6.3 Rolling Estoppel. (09/17) Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in

terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's project manager.

6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.4 Dispute Resolution. (09/17) Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:

6.4.1 Any dispute between the City and Contractor shall be resolved, if possible by the Project Manager or their designee on behalf of the City and [REDACTED] on behalf of Contractor.

6.4.2 If the Project Manager or the Project 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 [City Bureau Head] on behalf of the City and [REDACTED] on behalf of Contractor for resolution, if possible.

6.4.3 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.

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

6.4.5 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services or delivery of Goods, Contractor shall proceed with the performance of such Services or delivery of Goods without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.

6.5 Remedies. (07/20) The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

6.6 Cost of Cover. (09/17) In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

SECTION 7 MAINTENANCE PROVISIONS

These provisions shall apply to all Maintenance Services. Should any ambiguities or conflicts arise between this SECTION 7 and any other terms within this Contract, this Section shall prevail in matters of Maintenance.

7.1 Maintenance Period. (09/17) Contractor shall provide Maintenance at no charge for one (1) year from the date of Final Acceptance.

7.2 Maintenance Term. (09/20) The City's obligation to pay for Maintenance commences one year from the date of Final Acceptance. The price for annual Maintenance is set forth in Exhibit A, Contractor's Price. Where necessary, prices for Maintenance shall be pro-rated to ensure that Maintenance periods will co-term with this Contract.

7.3 Optional Maintenance. (01/19) If the City suspends or discontinues use of Goods or Services, in whole or in part, the City may elect to suspend or discontinue Maintenance and payment of Maintenance Fees for the portion of the Goods or Services not used.

7.4 Services Included. (01/19) Maintenance shall include the following:

Routine. (08/19)

- 7.4.1 Within the time specified in the table below, Contractor shall Repair all Goods for which a Defect has been identified by Contractor or the City in Maintenance Requests. A workaround or patch which eliminates the symptoms of the particular Defect reported, but impairs the City's operations, shall be deemed an interim repair and cannot last longer than seven (7) Calendar Days, unless otherwise mutually agreed in writing by both Parties.
- 7.4.2 Replacement. (01/19) Contractor shall replace defective Goods that cannot be repaired. Replacement Equipment shall include all current updates and upgrades.
- 7.4.3 Telephone Helpline/Staffing. (01/19) During the coverage hours Contractor shall maintain a no-cost telephone helpline. Contractor shall staff the helpline with competent technical consultants who shall be trained in and thoroughly familiar with the Goods or Services provided to the City. Telephone support and all communication shall be delivered in English.
- 7.5 Training. (01/19) At the City's request, Contractor shall provide training to the City in connection with Goods or Services provided by Contractor. Training shall be provided at no cost to the City and a time and location convenient to the City.
- 7.6 Version Support. (01/19) Contractor shall, at the City's request, maintain the ability to support up to two (2) earlier versions of the Goods or Services in operation. Contractor shall provide the City with at least twelve (12) months' prior written notice, before discontinuing Maintenance in support of Goods or Services currently in use by the City. After such discontinuation, the Contractor shall make available to the City the option of continued support upon payment of a fee that shall not exceed one hundred and ten percent (110%) of the annual Maintenance fee for the most current version of the Good or Service.
- 7.7 Other Standard Services. (09/17) Contractor shall, at no additional cost to the City, provide other standard Services which Contractor offers at no cost to its other customers.
- 7.8 Priority. (01/19) The following categories shall apply to a Maintenance Request by the City:

Table 7A: Definitions of Priority Levels

Priority Level	Description
1	The Good, or a critical Service, is not functioning properly, causing significant impact to City governmental operations, and no work-around acceptable to the City is available, or there are critical Defects.

2	A non-critical Good or Service function or overall performance is materially impaired, or a critical Good or Service is not functioning properly, causing significant impact to City governmental operations, and a temporary work-around that is acceptable to the City is available.
3	A problem which does not materially impair the City's governmental operations but may impact noncritical work. The Good or Service is able to accomplish all functions, but not as efficiently as normal, or operations could be improved by correction of a minor Defect.
4	The City requires information or assistance about a Good or Service, such as questions about capabilities, installation, configuration, operation, or cosmetic issues.

7.9 Response and Resolution Time. (01/19) Contractor shall respond to a Maintenance Request from City within the times specified in this Contract. Such Response Times shall be measured from the time the City requests Maintenance. Contractor shall provide Maintenance as outlined in this Section under the Response and Resolution Times set forth for specific priority levels in the table below.

Table 7B: Defect Response and Resolution Commitments

Level	Response Time	Resolution Time	Status Update
1	1 hour	1 Business Day	Every 2 hours or as otherwise agreed
2	2 hours	3 Business Days	Every 8 hours
3	1 Business Day	10 Business Days	Weekly
4	5 Business Days	As mutually agreed	As mutually agreed

7.10 Management of Maintenance Requests. (09/17) All Maintenance Requests will be assigned a unique tracking number by Contractor. This unique tracking number will be referenced in all subsequent communications and status updates to the City. Maintenance Requests will remain open and active until both Parties concur in writing that successful resolution has been achieved.

7.11 Escalation. (12/20) If the City is unsatisfied with Contractor's Maintenance Services, the following escalation procedure will apply:

7.11.1 The City shall notify Contractor in writing of its intent to escalate. This notice will be sent to Contractor's Maintenance contact. Upon receipt of this notice, Contractor will contact the City immediately to acknowledge the request and acquire more information.

7.11.2 If within twenty-four (24) hours after the notice of intent to escalate, the City is not satisfied with the response or resolution, the City will contact the following Contractor executives, in the order specified below, to resolve the problem:

Name	Title	Phone	Email

7.12 Maintenance Remedies.

7.12.1 Remedies Not Exclusive. (09/17) In addition to any other remedies provided for in this Contract or at law or in equity, the City shall have the right to acquire one or more of the following non-exclusive remedies in the event of any failure of Contractor to meet Maintenance obligations: (a) suspension of payment obligations for Maintenance accruing during the period for which Contractor did not meet Maintenance obligations; (b) a refund of all Maintenance Fees paid by the City to Contractor for the period during which Contractor did not meet Maintenance obligations; and (c) notice to Contractor of Material Breach.

7.13 Failure to Meet Maintenance Obligations. (09/20) In the event Contractor fails to meet the Response and Resolution Times or the requirements for timely status updates within Table 7B for Level 1 or 2, or other timelines as mutually agreed by Contractor and the City, the Maintenance Fees for one month (or one-twelfth (1/12th) of the annual Maintenance Fees) shall be refunded to the City for each incident of failure by Contractor.

SECTION 8 ACCEPTANCE AND ACCEPTANCE TESTING

8.1 Right to Perform Acceptance Testing. (08/19) Prior to Accepting Goods, Services or Deliverables, the City shall have the right to perform Acceptance Testing, or for Deliverables not requiring Acceptance Testing, the City shall have the right to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria, as may be further defined in Exhibit B - Statement of Work. 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. 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.

8.2 Procedure and Timetable. (09/17) Unless otherwise specified,

- 8.2.1 The City shall commence Acceptance Testing within a reasonable amount of time after receipt of a Deliverable.
- 8.2.2 Contractor shall provide, at no additional cost, reasonable and appropriate support, assistance, and consultation in order to facilitate Acceptance Testing.
- 8.2.3 City will make all reasonable efforts to complete Acceptance Testing within the time period specified within the Project schedule mutually agreed upon by the Parties in writing. If an Acceptance Test is successful the City shall issue an Acceptance Certificate, a sample of which is attached in Exhibit E-2.
- 8.3 Failure of Acceptance Test. (09/17) 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 failure within ten (10) Business 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 this Contract with no further liability; (b) require Contractor to replace the Deliverable or defective portion of the Deliverable at no additional cost to the City, (c) require Contractor to 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 for an "Acceptance with Exception(s)" in accordance with Sections 8.3.1 and 8.3.2.
- 8.3.1 If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Defect(s). If Defect(s) 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 an Acceptance Certificate.
- 8.3.2 If a Deliverable fails a second or subsequent 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.
- 8.4 City Acceptance of Failure. (05/19) If the City elects to accept a Deliverable or any combination 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 use or functionality.

- 8.5 Revocation of Acceptance. (01/19) 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.
- 8.6 Termination Based on Failure of Acceptance. (09/17) If the Goods or Services fail to pass the Final Acceptance Test(s), the City may terminate this Contract. Contractor shall refund all costs paid for the Goods and Services in U.S. Dollars within fifteen (15) Calendar Days of the date of receipt of notice of termination. The refund shall be in cash and not in the form of future credits from Contractor.
- 8.7 No Waiver. (05/19) Acceptance shall not relieve Contractor from its responsibility under any warranty. Payment for Deliverables, or any portion thereof, does not constitute Acceptance nor does it constitute a waiver of any warranty applicable to the City.

SECTION 9 TRAVEL

- 9.1 Reimbursement. (09/17) Contractor may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with personnel assigned to provide services for the City on the City’s site. All invoices shall be accompanied by physical or electronic copies of original receipts and any additional supporting documentation that may be appropriate. Reimbursement will be made based on the following guidelines:
- 9.1.1 Commercial Air Travel. (09/17) Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) Calendar Days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Contractor personnel. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.
- 9.1.2 Rental Cars/Surface Transportation. (09/17) Contractor shall choose the most economical mode of transportation. Except when there is only one person traveling by rented auto, vehicle rental will be reimbursed based on a minimum ratio of one

(1) compact auto per two (2) Contractor personnel. Reimbursement for vehicle rental will not be approved for Contractor personnel falling below that ratio. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability of any type in connection with rental vehicles reserved or operated by Contractor personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager chooses to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees. The City will reimburse Contractor for surface transportation such as taxicabs, shuttles, and mass transit, at actual cost when reimbursement requests are accompanied by original receipts.

9.1.3 Lodging. (09/17) Contractor shall arrange for lodging. The City will reimburse Contractor per individual for a daily lodging expenses based on GSA per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA lodging allowances can be found at the U.S. General Services Administration website: <http://www.gsa.gov/perdiem>

9.1.4 Meal and Incidental Expenses (M&IE). (09/17) The City will provide per diem for each full day (eight hours) worked for Contractor personnel assigned to deliver Services. The per diem rate will be the same as the one published on the U.S. General Services Administration website, identified as the Meal and Incidental Expenses (M&IE) for the Portland, Oregon area. GSA per diem rates can be found at the U.S. General Services Administration website: <http://www.gsa.gov/perdiem>

9.2 Non-reimbursable Expenses. (09/17) Expenses incurred for personal entertainment while traveling on the City business are not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, gifts, haircuts, etc. Expenses incurred for travel to and from, and parking at, the departure airport are not reimbursable.

SIGNATURE PAGE
(08/19)

Contractor represents that Contractor has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Contractor and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City Purchase Order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

CONTRACTOR

Authorized Signature

Date

Printed Name and Title

Address: _____

Phone: _____

Email: _____

Contract Number: XXXXXXXXX

Contract Title:

CITY OF PORTLAND SIGNATURES

By: _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

Exhibit A
Contractor's Price

SECTION 1 Pricing.

- 1.1 Most Favorable Prices and Terms: (08/19) Contractor represents that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer for the same or similar Goods or Services.

Exhibit B
Statement of Work

SECTION 1 SUMMARY

SECTION 2 SCOPE OF WORK

Contractor shall provide the following Services

SECTION 3 TASKS AND DELIVERABLES

The individual Deliverables are described in more detail below:

3.1 Task 1:

3.1.1 Deliverable 1:

3.1.1.1 Acceptance Criteria:

3.1.2 Deliverable 2:

3.1.2.1 Acceptance Criteria:

3.1.3 Deliverable 3:

3.1.3.1 Acceptance Criteria:

3.2 Task 2:

3.2.1 Deliverable 1:

3.2.1.1 Acceptance Criteria:

3.2.2 Deliverable 2:

3.2.2.1 Acceptance Criteria:

3.2.3 Deliverable 3:

3.2.3.1 Acceptance Criteria:

3.3 Task 3:

3.3.1 Deliverable 1:

3.3.1.1 Acceptance Criteria:

3.3.2 Deliverable 2:

3.3.2.1 Acceptance Criteria:

3.3.3 Deliverable 3:

3.3.3.1 Acceptance Criteria:

SECTION 4 TASK ORDERS

Work performed under this Contract must be authorized via a written Task Order (sample attached as Exhibit XX) signed by the City and the Contractor. The Scope of Work, schedule, Deliverables, and compensation for each Project will be defined in the Task Order prior to commencement of the work. Any change to the Scope of Work, schedule, Deliverables, and compensation must be agreed upon by the City and the Contractor in writing as an amendment to the Task Order.

The Chief Procurement Officer shall approve Task Order amendments when amending the Task Order to increase compensation is greater than 25% of the original Task Order amount.

Compensation for each Task Order will be determined through negotiation with the Contractor based on the Scope of Work, the hours the Contractor estimates for performance of the work and the Contractor's hourly rates, subject to a predetermined cap for the maximum compensation for the Task Order. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual hours necessary to complete the Task Order. If the Contractor underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either Party at the time the Task Order was issued, or for changes to the Scope of Work or Deliverables requested by the City.

The Contractor must be able to start the work per the Task Order no later than seven (7) Calendar Days from the date of the Notice to Proceed as Projects often require work with short deadlines. If the Contractor is unable or unwilling to complete the Project within the required time, it shall so state in writing to the City's Project Manager and shall forfeit the Task Order within 24 hours of being notified.

Task Orders will be negotiated on a rotational basis. In the event the City and a Contractor cannot reach a favorable agreement on the maximum compensation for a specific Task Order, the City shall terminate negotiations and commence negotiations with the next Contractor from the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a Contractor from the rotation list and cancellation of the Contractor’s Contract with the City.

In the event that the Contract maximum amount is reached prior to the end of the Contract term, that Contractor will be removed from the on-call rotation list.

Following the execution of each 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.

SECTION 5 CONTRACTOR PERSONNEL

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

ROLE ON PROJECT	NAME

SECTION 6 PROJECT SCHEDULE

The detailed Project schedule is shown below (or as another Schedule B-X to this Exhibit B) – OR –
 The Project shall be completed no later than [insert CALENDAR DATE].

SECTION 7 PROJECT MANAGEMENT

7.1 Status Reports

Contractor shall summarize activities under this Contract in written weekly/monthly status reports submitted to the City Project Manager. The status reports are due on the first day of the week/month and shall include summaries of all activities and Deliverables completed in the prior week/month. The report shall include a list of any delayed items, a description of the cause of the delay, schedule impact, and a proposed method of resolution. Delayed items shall be carried over onto subsequent reports until resolved.

7.2 Place of Performance

Contractor shall provide City with services at City locations as directed by the City Project Manager. Some portions of the work will be performed at Contractor facilities as agreed with the City Project Manager.

7.3 Project Managers

The City's Project Manager will be _____. The City may change City's Project Manager from time to time upon written notice to Contractor. Contact Information:

The Contractor's Project Manager will be _____. Contact Information:

7.4 Acceptance Criteria and Acceptance Test Plan

Acceptance Criteria and the Acceptance Test plan shall be reviewed jointly by the City's Project Manager and Contractor's Project Manager. When agreed, the Acceptance Criteria and Test plan shall be attached and incorporated here in this Statement of Work as Exhibit B-1.

Exhibit C – City’s Labor Peace Policy

Exhibit D - City RFP #00002014

Exhibit E, Contractor's Proposal

**Exhibit F
Sample Forms**

Exhibit F-1: STATUS REPORT

	BUREAU NAME	Bureau Logo
Contractor		Project Title
Contract No.		Report Date
Contract Date		Submitted by:

1. Key Status Indicators:

Description	No	Yes	Explanation
Has scope changed?			
Will target dates slip?			
Are there resource problems?			
Any other issues?			

2. Major Activities Completed For Reporting Week (Key Accomplishments):

Activity	Comment(s)

3. Major Activities Planned For Reporting Week and Not Completed:

Activity	Comment(s)

4. Major Activities Planned For Next Week:

Activity	Comment(s)

5. Status of Key Team Deliverables:

Deliverable	Comment(s)

6. Major Issues Requiring Immediate Attention:

Issue	Resolution

7. Weekly Summary of Performance by Individual

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

**Exhibit F-2: FINAL ACCEPTANCE CERTIFICATE
(08/19)**

On this ____ day of _____, 20__, the City certifies Final Acceptance of (name Deliverable(s)), in accordance with Contract No. _____. This Certificate of Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Defects in the Deliverables (or combination of Products) described herein.

-- OR --

FINAL ACCEPTANCE CERTIFICATE WITH EXCEPTIONS

On this ____ day of _____, 20__, the City certifies Final Acceptance of (name of Deliverable(s)), in accordance with Contract No. _____. This Certificate of Final Acceptance is issued subject to the following exceptions:

- 1.
- 2.
- 3.

Exceptions must be completed by _____. If Exceptions are not completed by _____, the City may revoke Final Acceptance of the Deliverables.

This Certificate of Final Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Defects in the Deliverable(s) described herein.

CITY OF PORTLAND

Authorized Signature Date

Printed Name

Title

Exhibit F-3: CHANGE ORDER

	BUREAU NAME	LOGO

CHANGE ORDER

Contractor		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance Test Plan.
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.

4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND

CONTRACTOR

Authorized Signature Date

Authorized Signature Date

Printed Name

Printed Name

City Project Manager
Title

Title

Exhibit F-4: TASK ORDER

Sample Task Order (12/20)

<p>Task Order No. _____</p> <p>DPO No. _____</p> <p>(Leave blank - to be completed by Procurement Services)</p>

The Contract No. _____, between the **City of Portland and** _____ (name of firm)

- 1) **CITY PROJECT MANAGER** (For this Task Order)
 - a. Bureau:
 - b. Name:
 - c. Phone Number:

- 2) **PROJECT BACKGROUND:** (Information may be provided in an attachment)

- 3) **SPECIFIC SERVICES** - This Task Order identifies the following specific Goods/Services/Deliverables to be provided by Contractor:

- 4) **DELIVERABLES** - The Contractor shall provide the following:

- 5) **SCHEDULE** - All tasks to be completed by (date)

- 6) **COMPENSATION** - The maximum compensation relating to these Goods/Services/Deliverables shall not exceed \$_____ without written authorization by the Project Manager. Pricing shall be as indicated in the Contract.

SAP Cost Object:

(Include the hourly Services rate, Goods unit price or Deliverable price, for this Task Order) The hourly rate for Services delivered under this Task Order is \$_____ per hour.

7) **Contractor Personnel**

Contractor shall assign the following Key Personnel/personnel to do the work in the capacities designated, including all subcontractors.

Name	Role on project

8) SUBMIT INVOICES TO:

Name _____
Address _____
City, Zip, State _____

Electronic submittal is acceptable.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. Changes to this Task Order must be made via a Change Order.

In witness hereof, the Parties have duly agreed to this Task Order as of the date written below.

CONTRACTOR:

Name:
Title:
Phone:
Fax:
Email:

CITY OF PORTLAND

(Task Order Project Manager)

Bureau:

BY: _____

BY: _____

DATE _____

DATE _____

Attachment 1

Scope of Work

1. Technical and Required Services

The contractor will perform the tasks listed below for this project, and shall be expected to work closely with designated City of Portland bureau personnel to accomplish the goals and perform the tasks as indicated herein.

A. General Service Requirements.

1. **Protection of Property.** Contractor is responsible for assuring that its employees and agents do not disturb the personal property of any guest, invitee, customer or user of the facilities or any of the equipment or supplies belonging to or leased by the Garage Operator or the City. Contractor shall promptly repair or pay for repair of any damage to the facilities or tenant areas to the extent caused by the gross negligence, breach of this Contract, or intentional misconduct of Contractor or its employees or subcontractors.
2. **Licensing Requirements.** The contractor must be a licensed private security service company within the State of Oregon and comply with all the requirements of ORS Chapter 181A "State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security", OAR Chapter 259 "Department of Public Safety Standards and Training" Division 60 "Private Security Services Providers Rules".

ORS Chapter 181A: https://www.oregonlegislature.gov/bills_laws/ors/ors181A.html

OAR 259, Division 60: [Oregon Secretary of State Administrative Rules](#)

3. **Experience Requirements.** The contractor must have:
 - a. Experience in community policing and have experience in security operation for a municipality with similar size and complexity as Portland, Oregon, for a minimum of five years.
 - b. Experience developing crime prevention programs in a municipal environment.
 - c. Extensive experience with daily street-level order maintenance and contact with public in urban downtown environments.
 - d. A demonstrated ability to work effectively with local government and community-based social service providers, businesses, non-profits, neighborhood organizations, special interest groups and the public at large.
 - e. A demonstrated ability to maintain credibility and trust of law enforcement, attorneys, others in the criminal justice community and other public safety partners and the proven ability to work with and protect confidential and sensitive information.
4. **General Work Requirements.** Work under the contract will include but not be limited to:

- a. Report unlawful activity and other problems to Portland Police Bureau, the Portland Bureau of Transportation, and the City's contracted Garage Operator.
 - b. Respond to incidents, investigate complaints, work with Police and other community policing partners such as Portland Street Response to prevent and solve problems.
 - c. Provide activity and incident reports and summaries related to car prowls, graffiti, stolen vehicles, injuries and other serious incidents to the SmartPark General Manager or designee within 24 hours of incident.
 - d. Provide internal and external customer support. Interact with garage users to provide information, assistance, solve problems, and promote good public relations. Assist PBOT employees, and Garage Operator employees, and perform other related security services.
 - e. Provide trained, screened, and equipped personnel according to approved coverage schedules.
 - f. In accordance with State requirements, establish an ongoing yearly security training program.
 - g. Provide working field supervisor(s) and administrative support to officers assigned to this contract.
 - h. Monitor security officer performance and overall quality of service.
 - i. Coordinate activities with Portland Police Bureau, Transit Police, and other downtown public safety partners and service providers.
 - j. Coordinate with the Portland Police Bureau to initiate special missions in response to increases in illegal activity levels in the garages.
5. **Compliance with Local, State and Federal Laws.** Contractor must comply, at all times, with local, state, or federal rules, regulations and laws regarding anti-discrimination, equal opportunity in employment. Contractor shall comply with any applicable union requirements, and all City regulations where applicable including any fair wage requirements.
6. **Communication and Meetings.** The Contractor will be required to communicate with and attend any monthly management meetings with the SmartPark General Manager or designee, Garage Operator, and on-site facility managers to provide reporting, discuss the goals, objectives, successes, failures and subsequent performance as well as other pertinent information applicable to the City of Portland.
7. **Coordination.** Coordinate activities with Portland Police Bureau, Portland Bureau of Transportation, Garage Operator, and other downtown public safety partners, social service and security service providers.
8. **Report Use of Force Incidents.** The Contractor will be required to track all use of force incidents and report all such incidents within 24 hours to the SmartPark General Manager and/or Streetcar Division Manager. Use of Force includes physical coercion used to effect, influence or persuade an individual to comply with an officer, to include the intentional pointing of a firearm at an individual. Control holds and handcuffing without resistance do not constitute force (in accordance with Portland Police Bureau Directives Manual 1010.00 Use of Force).
9. **Performance Measures.** The Contractor will be required to develop performance measures

as agreed to by the City's SmartPark General Manager and Streetcar Division Manager, including targeted response times to incidents and security requests. The Contractor shall submit performance reports to the SmartPark General Manager and Streetcar Division Manager at least quarterly.

10. **Business Office.** The Contractor shall have a Downtown Portland office that is staffed during normal business hours. The Contractor will also have provisions for emergency telephone contact twenty-four (24) hours per day. This office will function as the security officer deployment and check-in station for personnel working in the Garage System and Portland Streetcar.
 11. **Standard Operating Procedures.** Contractor will prepare and submit for the City's approval within 90 days after contract signing, a comprehensive and confidential manual of Standard Operating Procedures (SOPs) and special instructions for all personnel working in the Garage System and Portland Streetcar. At a minimum the standard operating procedures shall include any procedures and protocols for carrying out the terms of this contract, including, but not limited to staffing and scheduling, staff duties and responsibilities, emergency response protocols, etc. For preparation of the SOPs, the City will provide certain information for use and return by the Contractor. The City will answer questions to assist the Contractor in the preparation of the SOPs. A complete list of SOPs is provided in Table 2 below.
 12. **Strategies and Best Management Practices.** The Contractor shall maintain and update a detailed set of carefully prepared strategies and best management practices in the area of crime prevention, community policing, public order maintenance and downtown livability as evidenced in their Standard Operating Procedures.
 13. **Portland Downtown Heliport.** Contractor will provide limited routine patrols through the Heliport premises to patrol the lobby and conference room area as well as the pedestrian pathway between the northwest and southwest stairwells. The Heliport is located on the top floor of the Naito & Davis SmartPark Building, however, it should be considered a separate facility.
- B. Officer Qualifications and Training.** While a variety of security officers, supervisors and managers may be employed to satisfy the requirements of the resulting agreement, the following are general requirements for each position:
1. **Security Officer Basic Qualifications.** The Contractor shall ensure the following general security Employment Standards are complied with and enforced throughout the term of the contract:
 - a. Security Officers shall have United States of America citizenship or verified legal alien status.
 - b. Unarmed Security Officers shall at a minimum meet all State requirements for unarmed officers pursuant to ORS Chapter 181A, "State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security", and OAR Chapter 259, Division 60 "Private Security Services Providers Rules"; Unarmed security officers must be certified by the State prior to performing unarmed security officer duties under this agreement.

- c. At least twenty-one (21) years of age for unarmed guards.
- d. Security Officers shall have excellent oral and written communications skills and the ability to positively communicate with all members of the public.
- e. Security Officers shall have a demonstrated ability to work safely and constructively with persons who are homeless, experiencing mental health and/or behavioral health crises, affected by drugs and/or alcohol, and/or who may be unpredictable, dangerous, and/or service resistant.
- f. Security Officers shall have basic First Aid, AED, and CPR Training and certification.
- g. Contractor shall conduct a criminal background investigation on every employee as required by the State of Oregon; no known criminal background or record of conviction for other than minor vehicle code/traffic violations.
- h. Security Officers shall have the ability to perform normal or emergency duties requiring moderate to arduous physical exertion.

Additionally, the Security Officers must be:

- i. Highly competent with extensive experience in visitor and crowd management, street level interaction and problem solving, and serving the public in downtown urban environment.
- j. Highly skilled in preventing and defusing potentially volatile situations, know how to handle potentially dangerous situations, and make sound use of force decisions.
- k. Able to engage safely and effectively with persons participating in criminal behavior.
- l. Able to conduct themselves as goodwill ambassadors representing the City of Portland, the SmartPark Garage system, Portland Downtown Heliport, and Streetcar Facilities providing information and assistance to downtown visitors.
- m. Skilled at writing incident reports suitable for inclusion in police reports and presentation in court proceedings. Demonstrated experience in providing testimony in criminal court, and other legal proceedings.
- n. Able to work safely and competently side by side with law enforcement officers during routine patrol, criminal investigations, and emergencies.
- o. Licensed by the State of Oregon and meet all the requirements of ORS Chapter 181A, "State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security," and OAR Chapter 259, Division 60 "Private Security Services Providers Rules."

2. Armed Security Officer Qualifications. Armed Security Officers will:

- a. Meet the above minimum criteria for Security Officer; and
- b. Meet all State requirements for Armed Security Officers pursuant to ORS Chapter 181A, "State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security," and OAR Chapter 259, Division 60 Private Security Services Providers Rules"; Armed security officers must be certified by the State prior to performing armed security officer duties under this agreement.
- c. Have a minimum of three (3) years of law enforcement experience;
- d. Be at least twenty-four (24) years of age; and
- e. Have such additional training and approvals as specified by City.

3. Security Supervisor Basic Qualifications. All Security Supervisors will:

- a. Meet the Security Officer Basic Qualifications as identified above.

- b. Be licensed by the State of Oregon and meet all the requirements of ORS, Chapter 181A, "State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security," and OAR Chapter 259, Division 60 "Private Security Services Providers Rules." Security Supervisors must be licensed by the State prior to performing security supervisory duties under this agreement.
 - c. Have at least three years of law enforcement experience.
 - 4. **Security Executive Manager Basic Qualifications.** All Security Executive Managers will:
 - a. Meet the Security Officer Basic Qualifications as identified above.
 - b. Be licensed by the State of Oregon and meet all the requirements of ORS, Chapter 181A, "State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security," and OAR Chapter 259, Division 60 "Private Security Services Providers Rules." Security Executive Manager(s) must be licensed by the State prior to performing security executive manager duties under this agreement.
 - 5. **Training.** Contractor shall ensure that all security personnel meet all of the training requirements pursuant to ORS, Chapter 181A, "State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security," and OAR Chapter 259, Division 60 "Private Security Services Providers Rules."
 - a. In addition to the 14 hours State-mandated training for Unarmed and Armed Security Officers under ORS 259-60-120, Contractor shall provide an additional 8 hours of pre-assignment classroom training. Contractor shall submit a pre-assignment training (with content and format) plan for City approval prior to training.
 - b. Security Officers will receive a minimum of 40 hours field orientation with a Supervisor providing the training as a Field Training Officer.
 - c. Contractor will prepare and submit for the City's approval special instructions for all Security Officers employed for the City project. The special instructions for Security Officers will be included as part of the comprehensive and confidential manual of Standard Operating Procedures as detailed in the General Service Requirements.
 - d. The City may at its sole discretion conduct some of its own training specific to City needs. An example of such training will include, but not be limited to, Portland Downtown Heliport safety protocols and procedures training.
- C. Contractor's Staffing Responsibilities.** The Contractor shall employ all on-site personnel, including any on-site supervisors, security officers and other personnel necessary for the efficient and safe operation of the facilities and other duties as indicated herein. The Contractor shall ensure that all of its employees and agents abide by established City, State and Federal safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the City's operations.
- 1. **Personnel Screening.** Contractor shall be responsible for having carefully interviewed and screened all security personnel to ensure compliance with Officer Qualifications outlined above. The Contractor will not charge City for any services not directly related to this contract. Any and all employees of the Contractor not deemed satisfactory to the City's SmartPark General Manager shall be replaced immediately in accordance with existing Local, State and Federal law.

2. **Initial Staffing Plan and Standard Staffing Plan.** Upon execution of the contract, the Contactor shall submit to the City for its approval, an Initial Staffing Plan that will be implemented within 45 days of the commencement of this Agreement. In addition, the Contractor shall be responsible for developing a Standard Staffing Plan as part of the Standard Operating Procedures Manual. Both the Initial Staffing Plan and the Standard Staffing Plan shall include anticipated costs to the City, based on number of hours worked. The Standard Staffing Plan must be submitted to and approved by the SmartPark General Manager within 45 days of this Contract commencement. The Standard Staffing Plan shall be efficient, detailed, and must maintain adequate coverage of all garages as determined by this Agreement. Transition from the Initial Staffing Plan to the Standard Staffing Plan will take place on a schedule mutually agreed to by City and Contractor. The Standard Staffing Plan shall include, but not be limited to:

- a. Schedule of Coverage for SmartPark Garages: Maintain a schedule of staff coverage and show evidence of adequate staffing, supervision and well-trained security personnel including back-up and supervisory staff ready to assist immediately in such events as personnel absence, tardiness, or replacement, other emergency or unusual circumstance.
- b. Schedule of Coverage for the Portland Downtown Heliport: Maintain a schedule of staff coverage and show evidence of adequate staffing, supervision and well-trained security personnel including back-up and supervisory staff ready to assist immediately in such events as personnel absence, tardiness, or replacement, other emergency or unusual circumstance.
- c. Schedule of Coverage for the Streetcar Facility. Streetcar Facility requires one unarmed, bike or walking security officer to patrol the Streetcar Facility up to 7.5 hours per day each day of the week at times acceptable to City. Coverage proposed should include morning coverage when employees arrive at work and night coverage when employees close operations and leave.
- d. Strategies and Best Management Practices. The Contractor shall outline how the Standard Staffing Plan supports the implementation of the Standard Operating Procedures for crime prevention, community policing, public order maintenance and downtown livability.

3. Hours of Operation.

- a. SmartPark Garages and Portland Downtown Heliport. Currently, all garages are open twenty-four hours per day, seven days a week or as directed by the Smart Park General Manager.
- b. Streetcar Facility. The primary impact times for security concerns coincide with the operational schedule for employee arrivals and departures and train arrivals and departures at the Streetcar facility: Currently, these hours are:
 - i. Monday through Friday 4:30 am to 6:30 am
 - ii. Saturday and Sunday 6:30 am to 9:30 am
 - iii. Sunday through Thursday 9:30 pm to 2:00 am
 - iv. Friday and Saturday 9:30 pm to 12:30 am

4. **Minimum SmartPark Garage and Portland Downtown Heliport Coverage Requirements.** Security services for the garages will be for 365 days a year (Christmas and Thanksgiving Holidays will require a minimum level of coverage as agreed to by the SmartPark General Manager). Contractor's presence must be effective in helping to keep the facilities safe, accessible and usable for all users. At a minimum, security will be available 24 hours a day Monday through Sunday. The Contractor shall show they will provide adequate garage coverage.
 - a. **Unarmed Security Coverage.** Unarmed security officers shall continuously patrol the Garage System and provide a highly visible security presence on all levels of the parking decks, stairwells, elevators, and sidewalks around garage locations and the Portland Downtown Heliport and report any illegal activity, unusual findings, or safety concerns. Officers shall alter their route patterns continuously to avoid becoming "predictable."
 - b. **Armed Security Coverage:** In addition to Unarmed Security Coverage requirements, Armed Security Officers are empowered to issue garage exclusions.
 - c. **Supervising Officers:** A Security Supervisor shall be on duty at all times as required under Hours of Operation.

5. **Minimum Streetcar Coverage Requirements.** Security services for the Streetcar will be for 365 days a year. Streetcar staff will have the ability to contact security officers at any time. Security Supervisors available to participate in regular meetings with Streetcar supervisory staff, as needed to resolve issues, adjust patrol times, etc. Security Officers on site duties each shift include the following:
 - a. Perimeter security check of sidewalks and landscaped areas surrounding the three blocks containing the Streetcar Facilities.
 - b. Monitoring of the gated and fenced areas on the north side of NW Lovejoy where unwanted persons can gain access to the yard. Officers will check the parking lot and immediate areas for trespassers or damaged property.
 - c. Security checks of the Streetcar gates and maintenance yard facilities. Officers will note and report unlocked or open doors/gates, vandalism to public or private property, graffiti, litter and waste problems, burned out lighting and other problems.
 - d. Contacts with persons camping or loitering on sidewalks, fence lines or landscape areas immediately adjacent to PBOT property and ask them to move from the area and ensure safe egress or ingress by Streetcar Facility employees through gated areas.
 - e. Document criminal activities and significant incidents.
 - f. Provide reports or notifications of incidents to Streetcar facilities supervisors or staff as directed.

6. **Special Events Coverage.** SmartPark garage patronage is typically impacted by special events held in the central or core parts of the City that may require additional security services. Additional events may be planned throughout the year and staffing requirements will be addressed with the Contractor as the need arises.
 - a. **Special Events:** The Contractor shall, at a minimum, consider garage staffing requirements for the following events and include as a part of their SOP:
 - i. New Year's Eve
 - ii. St. Patrick's Day
 - iii. Fat Tuesday

- iv. Spring Break
- v. Fireworks Displays
- vi. Rose Festival, including parades
- vii. November/December Holiday Season
- viii. Key Waterfront Events, especially those where alcohol is served
- ix. Portland Timbers and Portland Thorns home games

- b. **Event and Protest Staffing:** The Contractor shall provide the City with the estimated supervisor schedules and projected additional hours for event staffing based on the event and garage location no less than three (3) working days in advance of the scheduled event. Contractor shall notify the SmartPark General Manager, or designee, as soon as practical, for any emergency staffing changes due to unplanned protest or other emergency events.

7. Changes in Staff Coverage. The Contractor shall abide by the following coverage schedule for the SmartPark Garages and the Portland Downtown Heliport.

- a. Understanding that security coverage needs can change seasonally and due to special events, the Contractor may operate within a 10% variance (of total unarmed and/or armed officer hours scheduled) of the approved Standard Staffing Plan without seeking approval from the SmartPark General Manager, or designee;
- b. The Contractor shall not deviate from the agreed-upon coverage beyond the 10% variance allowance from the approved Standard Staffing Plan without written or electronic notification and subsequent written or electronic authorization by the SmartPark General Manager, or designee, prior to the beginning of the month, except for emergency or other unanticipated situations or events that prohibit such timely notification.
- c. Under emergency or other unanticipated situations, the Contractor shall notify the SmartPark General Manager, or designee, as soon as practical given the condition of the emergency or unanticipated situation.

8. Security Cameras.

- a. Contractor will supply and monitor a total of up to 93 Fixed Surveillance Units that will have up to 162 camera views, as detailed in Attachment 3. The City will determine the installation schedule. Contractor will use the cameras to look for car prowling, vandalism, attempted theft, and other activities that are prohibited in the SmartPark Code of Conduct. Operators can then dispatch local guards to the location of the problem and/or escalate to Portland Police when necessary. Detailed operational parameters will follow the City's Standard Operating Procedures for camera use in the SmartPark garages.
- b. At each facility, City will provide:
 - i. Space for server racks in a secure location.
 - ii. Rough-in data cables for each camera, with a home run to the server room.
- c. At each facility, Contractor will provide:

- i. Final connections to each camera, including all mounting boxes and hardware, and appropriate measures to deter vandalism of the cameras.
 - ii. Servers and network connections.
 - iii. Damaged or malfunctioning cameras shall be replaced as soon as practicable.
- d. Contractor will perform scheduled Remote Guard Tours and live-monitor the cameras between 7:00 AM – 7:00 PM, using the Account Manager who will be based in the Portland GardaWorld office downtown.
- e. Contractor will monitor the cameras between 7:00 PM – 7:00 AM using Video Analytics-generated alarms from Contractor’s Remote Monitoring Center(s), and dispatch local guards when necessary.
- f. Contractor will coordinate as needed with Garage Operator, who operates and maintains operational cameras in the entry/exit lanes and in ground floor elevator lobbies.

D. Specific Work Responsibilities: The following defines the specific work responsibilities of patrol officers and their supervisors, as well as the administrative and training requirements.

1. Security Officer (Unarmed and Armed) Responsibilities. the Security Officer will:
 - a. Provide foot and/or bicycle patrol in the SmartPark Garages and Portland Downtown Heliport, and at the Streetcar Facility;
 - b. Observe and report criminal and/or unlawful activities;
 - c. Attempt to prevent or stop unlawful activities consistent with ORS 181A “State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security.”
 - d. Respond to and investigate reported problems, incidents, and citizen complaints; assess conditions, call emergency or other public safety resources and take action as warranted.
 - e. Contact and assist garage users: provide information, conduct themselves as goodwill ambassadors, and inform persons of garage rules and laws.
 - f. Take appropriate action to secure garage facilities and report public safety or maintenance hazards.
 - g. Report any garage damage, facilities and maintenance problems, and other security hazards to the SmartPark General Manager, or designee, and garage operator’s supervisors or managers.
 - h. Use two-way radios and/or cell phones to summon assistance, receive instructions, and communicate with other security officers. Report emergency medical, fire, crimes, serious disorder and other problems to 9-1-1, in accordance with Standard Operating Procedures. Use police non-emergency number and contact other services.
 - i. Work with Portland Police to secure or collect potential evidence, take digital photos of damage or other conditions and submit electronically as an attachment to incident or damage reports.

- j. Submit activity reports, incident reports, and other documentation as specified in Standard Operating Procedures. Car prowls, stolen vehicle, injury, and use of force incident reports must be submitted to SmartPark General Manager, or designee, within 24 hours.
 - 2. **Field Supervision and Administrative Support.** Field supervisors will periodically visit the SmartPark Garages and Streetcar facility to monitor performance of security personnel assigned there as well as determine whether the level of security currently being provided could be improved upon.
 - a. Assign daily schedules and responsibilities for security professionals assigned to the Garages.
 - b. Conduct performance reports, provide in-service training, assign disciplinary action, and provide continuous program and crew evaluation.
 - c. Coordinate activities with the SmartPark General Manager, or designee, Garage Operator, Police and other public safety partners, and social service providers.
 - d. Notify SmartPark General Manager, or designee, and Garage Operator of special concerns, operational or administrative needs, and opportunities to improve service or identify ways to save expenses.
 - e. Maintain knowledge and obtain timely updates on overall downtown and public safety, livability initiatives and private security service activities.
 - f. Take calls from partners and the public. Receive and coordinate requests for service from the public, business owners, community policing partners, and others in service area. Provide follow-up response information in monthly reports and/or coordinate timely response (24 hours) with SmartPark General Manager, or designee.
- E. Contractor Reports and Records.** The Contractor will maintain records including, but not limited to:
- 1. Activity Records including, but not limited to, enforcement activities (arrests, exclusions, etc.) contact activity (pedestrian and business contacts), problem solving (aggressive behavior, car prowls, suspicious activities, etc.), assists, garage patrols, etc.;
 - 2. Incident Records (all incidents including use of force);
 - 3. Security Officer Sign in Sheets;
 - 4. Exclusions on a form supplied and approved by the City;
 - 5. Complaint records (log complaints against Contractor's staff including complaint resolution);
 - 6. Use of Force Records (log of all use of force incidents);
 - 7. Staffing Schedules;
 - 8. Payroll Certification Records;
 - 9. Performance records including, but not limited to, response times.
- F. Parking Garage Exclusion Policy.** As there is a need to protect customers, visitors and employees of City SmartPark Garages from harassment while providing a safe, healthy environment. Portland City Code 16.20.910 City Parking Garages includes authorization for City Parking Garage Exclusions and the Rules of Conduct. Pursuant to Portland City Code 16.20.910 City Parking Garages include any publicly or privately owned real property, and the buildings, structures

and facilities thereon, placed under the jurisdiction of the City for parking garage purposes, and includes all land granted to the City for such purposes.

1. The Contractor will be responsible for maintaining the City Exclusion Program. The Contractor will include exclusion procedures as part of their Standard Operating Procedures.
2. Exclusion forms will be provided by the City. Any changes to the exclusion form must be approved by the SmartPark General Manager, or Designee and the City Attorney's Office.
3. Violation of any rules is grounds for immediate exclusion from the City SmartPark Garages for a period of 180 days. The Contractor will give violators exclusions prohibiting them access to the garage locations for determined periods of time based upon the Rules of Conduct. Additional exclusion warnings may result in possible trespass charges (link to Rules of Conduct in City Parking Garages: <https://www.portlandoregon.gov/citycode/index.cfm?&a=403269>.)

G. Equipment and Uniforms. All equipment, vehicles, uniforms and titles used by Contractor shall be in compliance with OAR 259-060-0012 Private Security Equipment, Vehicles, Uniforms and Titles.

1. **Equipment.** The Contractor shall be responsible for providing tools and equipment to all security officers and supervisors. Contractor shall provide, with City approval, standard equipment including, but not be limited to:
 - a. Bicycles (if used): Officers shall be provided with good quality police style mountain bikes or hybrid bikes for patrol purposes.
 - b. Vehicles. Vehicles may be used by Security Supervisors but not by patrolling armed or unarmed security officers.
 - c. Communications Equipment and Systems: Each security officer will be equipped with a two-way radio and/or cell phone (with demonstrated adequate coverage) so that they may talk to each other, to their supervisor, and/or immediately summon help or report problems. Telephone, internet enabled computer, and/or two-way radio: enable an operator to dispatch, follow-up, provide information and support to field units at all times while in service.
 - d. Written instructions to officers to be used for reference by the officers as a part of the Standard Operating Procedures manual.
 - e. Tracking equipment for ensuring adequate coverage and patrols.
2. **Uniforms.** All security personnel shall be in standard issue security uniforms recognizable by persons using the SmartPark Garages. Contractor shall maintain security staff that are properly uniformed, neat, clean, and well-groomed in appearance while on duty, unless otherwise directed or approved by the City.
 - a. This standard shall include a crisp, clean, well fitted, consistent "buttoned up" image.
 - b. All personnel shall wear easily readable identification tags.
 - c. Contractor will be responsible for cleaning and maintaining, or arrange to have cleaned and maintained, uniforms to assure a neat appearance to the satisfaction of schedules and staffing.
 - d. The Contractor shall select in conjunction with SmartPark General Manager's, or Designee's approval all uniforms and direct, when necessary, the modification, repair, or replacement of all such uniforms at the Contractor's sole cost and expense.
 - e. There shall be no structure which requires employees to advance or draw from their wages any cost associated with the uniforms, including during their probationary employment,

- f. In addition to appearance requirements, uniforms supplied as part of the work requirements shall be supplied from apparel manufacturers that comply with the City's Code of Conduct for Apparel Contractors as found at: <https://www.portland.gov/policies/administrative/purchasing/adm-109-sustainable-procurement-policy>
- g. It is the Contractor's responsibility to include this Sweat Shop Free requirement in the purchase or rental of uniforms used to perform contract work under this project. It is the Contractor's responsibility to report all uniform purchases or rentals to the SmartPark General Manager or designee regarding the type of uniforms purchased or rented (including product description, brand name, and manufacturer name).

H. Reporting and Communication Requirements.

1. **Management Meetings.** Contractor shall meet with designated PBOT staff at least monthly or as requested by the SmartPark General Manager and/or Streetcar Operations and System Managers.
2. **Standard Operating Procedures Manual.** A Standard Operating Procedures Manual shall be submitted within 30 days of the commencement date of the contract, and may be refined as needed prior to implementation of the Initial Staffing Plan. The Standard Operating Procedures Manual shall include a description of all procedures required to implement the security protocols required under this contract. The Manual shall include, but not be limited to:
 - a. Standard Staffing Plan
 - b. Scheduling protocols
 - c. Staff duties and responsibilities
 - d. Emergency response protocols
 - e. Special instructions for security protocols specific to each facility covered under this contract.
 - f. Carefully prepared strategies and best management practices for
 - i. Crime prevention,
 - ii. Community policing,
 - iii. Public order maintenance, and
 - iv. Downtown livability
 - g. Special Events staffing requirements
 - h. Instructions and protocols for use of equipment
 - i. Protocols for reporting emergencies and other problems to 9-1-1.
 - j. Exclusion Procedures
3. **Staffing Schedule.**
 - a. Staffing Schedule Purpose. The quarterly staffing schedule should accurately reflect the hours/locations needed to address current activity levels including holidays and special events. If the schedule varies from the standard then it needs to be justified.
 - b. Staffing Schedule Submission. Prepare and submit to the SmartPark General Manager, or designee, a quarterly staffing schedule for the SmartPark Garages, Portland

Downtown Heliport, and Streetcar Facilities a minimum of 14 days prior to the start of a new quarter. The staffing schedule shall include coverage for any holidays and/or events. Contractor shall highlight any changes in this quarterly schedule from the Standard Staffing Plan within the 10% variance allowed (as outlined in the Changes in Staff Coverage Section of this Contract).

4. **Required reports.** The Contractor will submit reports and maintain records such as activity logs, incident reports, sign-in sheets, payroll documents, exclusion notices, and other records as mutually agreed upon with the City. The Contractor will submit reports in a timely manner and in a format acceptable to the City, including by electronic means (email).

- a. **Activity Reports.** Activity reports shall be submitted electronically by noon on the 5th day of each month for the previous month or as agreed to by the SmartPark General Manager, or Designee. Hard copies of all reports generated in the month shall be made available at the request of the SmartPark General Manager, or Designee. Activity and incident reports regarding Streetcar shall be submitted to the Streetcar Operations and System Managers.
- b. **Incident Reports.** Incident reports and special reports shall be submitted by email or by other electronic means as soon as practicable but at least within twenty-four (24) hours of the incident. Reports must be legible and easily readable as submitted.
- c. **Use of Force Reports.** Contractor will be required to track all use of force incidents and report all such incidents within 24 hours to the SmartPark General Manager and/or Streetcar Division Manager.
- d. **Complaints Report.** Provide quarterly report of complaints (include any complaints since the previous report and updates on any unresolved complaints) against Contractor's staff including, but not limited to, a description of the complaint and any resolution.
- e. **Performance Report.** Provide a quarterly performance report consistent with Performance Measures as outlined in this Contract and shall include, but not be limited to, performance against targeted response times.
- f. **Payroll Certification Report.** Provide a payroll certification report monthly with invoice for previous month.
- g. **Uniform Purchase Report** shall be submitted to the SmartPark General Manager or designee within 30 days of purchasing or renting uniforms.
- h. **Security officer sign-in sheets** shall be submitted in a manner and frequency mutually agreed upon by SmartPark General Manager, or Designee and the Contractor. Certified payroll documents may be considered acceptable.
- i. **Other Reports.** Provide other reports as agreed upon between the City and contractor.

I. Coordination With Other Public Safety Contracts.

City and Contractor acknowledge the mutual benefit of coordinating efforts between this contract and other contracts held by Contractor for security services within public areas in downtown Portland, including but not limited to the Portland Transit Mall and the downtown Enhanced Services District. City and Contractor will develop Standard Operating Procedures within 90 days of contract execution, that will identify areas of overlap and will maximize coordinating of public safety and security service delivery.

2. Work Performed by The City

PBOT staff shall make available sufficient hours of staff personnel as is required to meet with the contractor and provide such information as required. PBOT has assigned a Project Manager (PM) for SmartPark, Portland Downtown Heliport, and for Streetcar who will oversee the work and provide support as needed.

3. Deliverables and Schedule

- A. **Performance Measures.** The Contractor will be required to develop performance measures as agreed to by the City's SmartPark General Manager and Streetcar Operations and System managers. The Contractor shall submit performance reports to the SmartPark General Manager or designee at least quarterly.
- B. **Standard Operating Procedures.** The Contractor will prepare and submit for the City's approval within 30 days after contract execution, a comprehensive and confidential manual of Standard Operating Procedures, post orders, and special instructions for all Security Officers employed for the City project (Garages, Heliport, and Streetcar). At a minimum the Standard Operating Procedures shall include any procedures and protocols for carrying out the terms of this contract, consistent with the Reporting and Communications Requirements section above. For preparation of the Standard Operating Procedures, the City will provide certain information for use and return by the Contractor; the City will answer questions to assist the Contractor in the preparation of the Standard Operating Procedures. City will review any changes to the Standard Operating Procedures. Standard Operating Procedures shall be approved by the City prior to implementation of the Initial Staffing Plan; any revisions shall be identified and implemented within 90 days following contract execution.
- C. **Strategies and Best Management Practices.** The Contractor shall maintain and update a detailed set of carefully prepared strategies and best management practices in the area of crime prevention, community policing, public order maintenance and downtown livability as evidenced in their Standard Operating Procedures.
- D. **Business Office.** The Contractor shall have a Downtown Portland office that is staffed during normal business hours. This office will function as the security officer deployment and check-in station for personnel working in the Garage System and Portland Streetcar. The Contractor will also have provisions for emergency telephone contact twenty-four (24) hours per day.
- E. **Initial and Standard Staffing Plans.** The Initial Staffing Plan shall be submitted within 30 days of the Contract Commencement, and shall be implemented within 45 days of the Contract Commencement. The Standard Staffing Plan is intended to be implemented once security cameras have been installed. Transition between the Initial Staffing Plan and the Standard Staffing Plan shall occur on a schedule mutually agreed to by City and Contractor.

- F. **Staffing Schedule.** Contractor shall submit a quarterly staffing schedule for the SmartPark Garages, Portland Downtown Heliport, and Streetcar Facilities a minimum of 14 days prior to the start of a new quarter.
- G. **Activity Reports.** Activity reports shall be submitted electronically by noon on the 5th day of each month for the previous month or as agreed to by the SmartPark General Manager, or Designee.
- H. **Incident Reports.** Incident reports and special reports shall be submitted by email or by other electronic means as soon as practicable but at least within twenty-four (24) hours of the incident.
- I. **Use of Force Reports.** Contractor shall report all Use of Force incidents within 24 hours of the incident to the SmartPark General Manager or designee and/or Streetcar Division Manager.

All deliverables and resulting work products from this contract will become the property of the City of Portland. A complete list of deliverables and schedule is found in Attachment 2.

4. Place of Performance

Performance of the work for this project will be performed throughout the City of Portland parking facilities, Portland Downtown Heliport, and the Portland Streetcar Facilities at the specified locations listed in the General Information section. Contractor must establish and maintain a local office in downtown Portland.

5. Period of Performance

The initial term of this Contract shall be for three years. It is anticipated it will begin on September 30, 2023 and shall expire on September 30, 2026 unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend the Contract for an additional two (2) years. Following Council approval, the Contract may be extended an additional five (5) years, taken individually or in multiple years. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed ten (10) years.

Attachment 2. List of Deliverables and Schedule

Deliverable	Description	Due date	Responsible Party
Initial Staffing Plan	Schedule of shifts and staffing levels to be implemented 45 days following contract execution	30 Days following Contract Execution	Contractor, with input from City
Standard Staffing Plan	Schedule of shift and staffing levels to be implemented following installation of security cameras in the garages	TBD	Contractor, with input from City
Post Order: 10 th and Yamhill Garage	Special Instructions for Officers patrolling the SmartPark garage at 730 SW 10 th Ave	30 Days following Contract Execution	Contractor, with input from City
Post Order: 4 th and Yamhill Garage	Special Instructions for Officers patrolling the SmartPark garage at 808 SW 4 th Ave	30 Days following Contract Execution	Contractor, with input from City
Post Order: 1 st and Jefferson Garage	Special Instructions for Officers patrolling the SmartPark garage at 123 SW Jefferson St	30 Days following Contract Execution	Contractor, with input from City
Post Order: Naito and Davis Garage	Special Instructions for Officers patrolling the SmartPark garage at 33 NW Davis St	30 Days following Contract Execution	Contractor, with input from City
Post Order: Portland Downtown Heliport	Special Instructions for Officers patrolling the heliport at 33 NW Davis St	30 Days following Contract Execution	Contractor, with input from City
Post Order: 3 rd and Alder Garage	Special Instructions for Officers patrolling the SmartPark garage at 621 SW 3 rd Ave	30 Days following Contract Execution	Contractor, with input from City
Post Order: Portland Streetcar Facility	Special Instructions for Officers patrolling the Portland Streetcar facility at 1516 NW Northrup St	30 Days following Contract Execution	Contractor, with input from City
Standard Operating Procedures Manual	Comprehensive manual of Standard Operating Procedures, post orders, and special instructions for all Security Officers employed for this contract, including any SOPs identified by City or Contractor that are not specifically listed in this table.	30 Days following Contract Execution	Contractor, with input from City
Camera Use SOP	SOP detailing procedures for using security cameras in the garages and at the heliport	TBD	City, with input from Contractor
Coordination between Public Safety Contracts SOP	SOP describing areas of overlap, resource sharing, and procedures between this contract and other public safety contracts held by Contractor	90 days following contract execution	City and Contractor

ATTACHMENT 3

POSITION DESCRIPTION PAY AND BENEFITS

RFP #: 00002014

Proposing Firm: GardaWorld Security Services USA

INSTRUCTIONS: With your proposal, submit one form for each position utilized in this contract. Please include, at a minimum, a description for unarmed security officer, armed security officer, supervisory security officer, administrative and manager level positions. Please include separate forms for different position levels such as unarmed security officer I and II, etc.

Position Title: Armed Security Officer	
Position Description:	
<p>Only authorized personnel may carry personally owned or company issued weapons. Authorization must be given by the General Manager or higher authority and only after the required training and screening have been completed, documented, confirmed. No weapons are to be carried by GardaWorld personnel without approval.</p> <p>Primary Responsibilities:</p> <ul style="list-style-type: none"> • Ensure the security, safety and well-being of all personnel, visitors and the premises • Patrolling premises regularly to maintain order and establish presence • Monitoring and authorizing entrance of vehicles or people in the property • Immediately respond to emergencies to provide necessary assistance to employees and customers • Protect the company's assets relative to theft, assault, fire and other safety issues • Assisting law enforcement with removing wrongdoers or trespassers from the area • Provide excellent customer service • Adhere to all company service, operating, and emergency standards • Remain in compliance with local, state and federal regulations • Follow procedures for various initiatives, including fire prevention, property patrol, traffic control and accident investigations <p>Job Summary</p> <p>Security Officers are required to undertake the surveillance of premises and observe and report to provide protection to staff and visitors. Officers may be responsible for detecting any suspicious behavior and preventing vandalism, thefts, or other criminal behavior. Officers may only use force which is objectively reasonable in the performance of their lawful duties and to protect themselves or others from personal attack, harm, or death. Officer's must always employ the minimum force required under the circumstances. An armed security officer must be well-trained in GardaWorld's Use of Force continuum, surveillance and dealing with perpetrators. The ideal candidate will inspire respect and authority as well as possess a high level of observation.</p> <p>General Summary</p> <p>The work of the security officer involves responsibility for the protection of life and property and prevention of crime in assigned areas or posts. Work performed may be at variable heights or elevations, or secluded, restricted, or confined areas that are above or below street level. Duties normally consist of routine patrol of an area. Work involves an element of personal danger. The employee must be able to exercise sound, independent judgment under stress. Assignments may include work in special tasks which call upon specialized abilities and knowledge possessed by the officer. Work assignments can be general or specific and instructions are received from a supervisor who reviews work methods and results through reports, personal inspection and discussion.</p> <p>Duties & Responsibilities</p> <p>Crime Prevention and Investigation</p> <ul style="list-style-type: none"> • Assigned to a fixed post or performs preventive patrol in an assigned area • Continually observes for criminal activity, safety hazards, persons needing assistance • Becomes and remains familiar with patrol areas, geographic locations, routines, potential problem areas • Conducts security inspections and surveys of buildings and makes recommendations regarding security • Handles inquiries made by the public and clients • Collects information and either acts upon it if within the scope of his/her authority or routes it to the proper authority or agency • Conducts searches of person, vehicles, places and things • Controls, regulates and directs vehicular and pedestrian traffic <p>Miscellaneous Order Maintenance</p> <ul style="list-style-type: none"> • Deals with domestic disputes and other interpersonal conflicts • Responds to specific requests for ambulance/fire service and assists as needed • Investigates reports of lost and found property • Assists persons in distress and need <p>Organizational Support</p> <ul style="list-style-type: none"> • May perform desk duties, including telecommunications (telephone, computer terminal, radio), processing reports • Attends training as assigned • Prepares clear, accurate and complete reports on all activities as required 	
Position Pay Range:	\$30.00 Hourly
Position Benefits:	SEIU49 Kaiser Benefits

NOTES / COMMENTS

ATTACHMENT 2

POSITION DESCRIPTION PAY AND BENEFITS

RFP #: 00002014

Proposing Firm: GardaWorld Security Services USA

INSTRUCTIONS: With your proposal, submit one form for each position utilized in this contract. Please include, at a minimum, a description for unarmed security officer, armed security officer, supervisory security officer, administrative and manager level positions. Please include separate forms for different position levels such as unarmed security officer I and II, etc.

Position Title: Bike Patrol Security Officer

Position Description:

Primary Responsibilities:

- Ensure the security, safety and well-being of all personnel, visitors and the premises
- Patrolling premises regularly by bike to maintain order and establish presence
- Monitoring and authorizing entrance of vehicles or people in the property
- Immediately respond to emergencies to provide necessary assistance to employees and customers
- Protect the company's assets relative to theft, assault, fire and other safety issues
- Assisting law enforcement with removing wrongdoers or trespassers from the area
- Provide excellent customer service
- Adhere to all company service, operating, and emergency standards
- Remain in compliance with local, state and federal regulations
- Follow procedures for various initiatives, including fire prevention, property patrol, traffic control and accident investigations

Job Summary

Security Officers are required to undertake the surveillance of premises and observe and report to provide protection to staff and visitors. Officers will be responsible for detecting any suspicious behavior and preventing vandalism, thefts or other criminal behavior. A security officer must be well-trained in surveillance and dealing with perpetrators. The ideal candidate will inspire respect and authority as well as possess a high level of observation. The goal is to help the company in maintaining excellent working conditions by keeping our facilities safe and problem-free.

Essential Functions for Security Officers

In accordance with the Americans with Disabilities Act (ADA), the following list of essential functions is established as criteria for qualification to receive a conditional offer of employment and to maintain employment as a security officer with GardaWorld Security.

General Summary

The work of the security officer involves responsibility for the protection of life and property and prevention of crime in assigned areas or posts. Work performed may be at variable heights or elevations, or secluded, restricted, or confined areas that are above or below street level. Duties normally consist of routine patrol of an area. Work involves an element of personal danger. The employee must be able to exercise sound, independent judgment under stress. Assignments may include work in special tasks which call upon specialized abilities and knowledge possessed by the officer. Work assignments can be general or specific and instructions are received from a supervisor who reviews work methods and results through reports, personal inspection and discussion.

Duties & Responsibilities

Crime Prevention and Investigation

- Performs preventive patrols on a bike in an assigned area
- Continually observes for criminal activity, safety hazards, persons needing assistance
- Becomes and remains familiar with patrol areas, geographic locations, routines, potential problem areas
- Conducts security inspections and surveys of buildings and makes recommendations regarding security
- Handles inquiries made by the public and clients
- Collects information and either acts upon it if within the scope of his/her authority or routes it to the proper authority or agency
- Conducts searches of person, vehicles, places and things
- Controls, regulates and directs vehicular and pedestrian traffic

Miscellaneous Order Maintenance

- Deals with domestic disputes and other interpersonal conflicts
- Responds to specific requests for ambulance/fire service and assists as needed
- Investigates reports of lost and found property
- Assists persons in distress and need

Organizational Support

- May perform desk duties, including telecommunications (telephone, computer terminal, radio), processing reports
- Attends training as assigned
- Prepares clear, accurate and complete reports on all activities as required

Position Pay Range:

\$23.00 Hourly

Position Benefits:

SEIU49 Kaiser Benefits

NOTES / COMMENTS

ATTACHMENT 2

POSITION DESCRIPTION PAY AND BENEFITS

RFP #: 00002014

Proposing Firm: GardaWorld Security Services USA

INSTRUCTIONS: With your proposal, submit one form for each position utilized in this contract. Please include, at a minimum, a description for unarmed security officer, armed security officer, supervisory security officer, administrative and manager level positions. Please include separate forms for different position levels such as unarmed security officer I and II, etc.

Position Title: Project Manager

Position Description:

Position Summary

The Project Manager has complete management responsibility for planning and coordinating the support services necessary to effectively manage our contractual requirements for an assigned account. The ideal candidate must have the ability to understand financial reports and establish personal credibility with internal and external clients by being honest, forthright, consistent and dependable.

Essential Functions

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ensure that GardaWorld Security core values are integrated into and throughout all business practices
- Supervise the day-to-day security service provided to the facility and ensure service is of the highest standards – capable of representing GardaWorld as the premier provider of security services in the industry
- Develop and maintain effective relationships with client and employees and serve as the liaison between GardaWorld, our client, and our assigned staff
- Meet regularly with client to address problems and offer solutions, provide status updates, communicate needs, and ensure contract compliance and complete customer satisfaction.
- Participate in the recruitment, selection, orientation, training, and continual development of staff assigned to the account
- Perform off-hour visits, review security logs, and regularly inspect all posts to ensure company and client policies and procedures have been properly implemented.
- Maintain goal of zero safety incidents, while at the same time managing a robust safety culture and a robust safety program that is appropriate to the operating environments
- Ensure all GardaWorld Security post orders at the account are appropriate to contractual responsibilities and are being utilized properly by training personnel and site managers
- Work closely with each GardaWorld Security site manager (and/or GardaWorld Security branch contact person) and be up to date on current staffing levels and new personnel in the boarding process
- Identify opportunities to increase operational efficiency and to identify productivity enhancements
- Regularly review security officer schedules and staffing levels to identify opportunities for improvement of security operations, decreased risk, and reduced cost where possible
- Ensure 100% payroll and billing accuracy
- Ensure 100% compliance with all federal, state and local regulations in assigned account.
- Ensure 100% compliance with all contracts and collective bargaining agreements in assigned accounts
- Be ready to respond to any operational emergency and insure timely response, timely and efficient communications and accurate reporting

Competencies

Hands-on Approach, Business Acumen, Problem Solving, Communication, Consultation, Cultural Awareness, Leadership & Navigation, Relationship Management, Ethical Practice, Employee Engagement, Thick-skinned.

Supervisory Responsibility

This position supervises site supervisors, shift supervisors, and/or security officers

Work Environment

This job operates in varying site-specific environments. This role is active and the majority of the time is spent walking around a building interacting. This role routinely uses standard office equipment.

Physical Demands

The physical demands described here are representative of those, which must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; climb stairs; talk or hear. The employee must occasionally lift or move office products and supplies, up to 20 pounds.

Position Type/Expected Hours of Work

This is a full-time position, hourly, non-exempt position. Standard days and hours of work are Monday through Friday, 8:00 a.m. to 5:00 p.m. This position may require long hours and weekend work

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Position Pay Range:

\$65,000 Annually

Position Benefits:

Cigna MVP

NOTES / COMMENTS

ATTACHMENT 2

POSITION DESCRIPTION PAY AND BENEFITS

RFP #: 00002014

Proposing Firm: GardaWorld Security Services USA

INSTRUCTIONS: With your proposal, submit one form for each position utilized in this contract. Please include, at a minimum, a description for unarmed security officer, armed security officer, supervisory security officer, administrative and manager level positions. Please include separate forms for different position levels such as unarmed security officer I and II, etc.

Position Title: Unarmed Security Supervisor

Position Description:

Position Summary

The Site Supervisor is responsible for maintaining strong relationships with both employees and clients, ensuring that the highest quality of customer service and security personnel is present to meet and exceed the client's financial and operational goals in an assigned site.

Essential Functions

- Ensure that GardaWorld Security core values are integrated into and throughout all business practices
 - Supervise the day-to-day security service provided to the facility and ensure service is of the highest standards – capable of representing GardaWorld as the premier provider of security services in the industry
 - Assist in the development and implementation of staffing schedules, payroll, and other reports
 - Ensure that operational logs, records and post orders are maintained appropriately.
 - Develop and maintain effective relationships with client and employees and serve as the liaison between GardaWorld, our client, and our assigned staff
 - Assist in the selection, orientation, training, and continual development of staff assigned to the account
 - Maintain goal of zero safety incidents, while at the same time managing a robust safety culture and a robust safety program that is appropriate to the operating environments
 - Regularly review security officer schedules and staffing levels to identify opportunities for improvement of security operations, decreased risk, and reduced cost where possible
 - Be ready to respond to any operational emergency and insure timely response, timely and efficient communications and accurate reporting
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Competencies

Hands-on Approach, Business Acumen, Problem Solving, Communication, Consultation, Cultural Awareness, Leadership & Navigation, Relationship Management, Ethical Practice, Employee Engagement, Thick-skinned.

Supervisory Responsibility

This position supervises shift supervisors and/or security officers

Work Environment

This job operates in varying site-specific environments. This role is active and the majority of the time is spent walking around a building interacting. This role routinely uses standard office equipment.

Physical Demands

The physical demands described here are representative of those, which must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; climb stairs; talk or hear. The employee must occasionally lift or move office products and supplies, up to 20 pounds.

Duties & Responsibilities

Crime Prevention and Investigation

- Assigned to a fixed post or performs preventive patrol in an assigned area
- Continually observes for criminal activity, safety hazards, persons needing assistance
- Becomes and remains familiar with patrol areas, geographic locations, routines, potential problem areas
- Conducts security inspections and surveys of buildings and makes recommendations regarding security
- Handles inquiries made by the public and clients
- Collects information and either acts upon it if within the scope of his/her authority or routes it to the proper authority or agency
- Conducts searches of person, vehicles, places and things
- Controls, regulates and directs vehicular and pedestrian traffic

Miscellaneous Order Maintenance

- Deals with domestic disputes and other interpersonal conflicts
- Responds to specific requests for ambulance/fire service and assists as needed
- Investigates reports of lost and found property
- Assists persons in distress and need

Organizational Support

- May perform desk duties, including telecommunications (telephone, computer terminal, radio), processing reports
- Attends training as assigned
- Prepares clear, accurate and complete reports on all activities as required

Position Pay Range:	\$25.00 Hourly
Position Benefits:	Cigna MVP Benefits

NOTES / COMMENTS

ATTACHMENT 2

POSITION DESCRIPTION PAY AND BENEFITS

RFP #: 00002014

Proposing Firm: GardaWorld Security Services USA

INSTRUCTIONS: With your proposal, submit one form for each position utilized in this contract. Please include, at a minimum, a description for unarmed security officer, armed security officer, supervisory security officer, administrative and manager level positions. Please include separate forms for different position levels such as unarmed security officer I and II, etc.

Position Title: Unarmed Security Officer	
<p>Position Description:</p> <p>Primary Responsibilities:</p> <ul style="list-style-type: none"> • Ensure the security, safety and well-being of all personnel, visitors and the premises • Patrolling premises regularly to maintain order and establish presence • Monitoring and authorizing entrance of vehicles or people in the property • Immediately respond to emergencies to provide necessary assistance to employees and customers • Protect the company's assets relative to theft, assault, fire and other safety issues • Assisting law enforcement with removing wrongdoers or trespassers from the area • Provide excellent customer service • Adhere to all company service, operating, and emergency standards • Remain in compliance with local, state and federal regulations • Follow procedures for various initiatives, including fire prevention, property patrol, traffic control and accident investigations <p>Job Summary Security Officers are required to undertake the surveillance of premises and observe and report to provide protection to staff and visitors. Officers will be responsible for detecting any suspicious behavior and preventing vandalism, thefts or other criminal behavior. A security officer must be well-trained in surveillance and dealing with perpetrators. The ideal candidate will inspire respect and authority as well as possess a high level of observation. The goal is to help the company in maintaining excellent working conditions by keeping our facilities safe and problem-free.</p> <p>Essential Functions for Security Officers In accordance with the Americans with Disabilities Act (ADA), the following list of essential functions is established as criteria for qualification to receive a conditional offer of employment and to maintain employment as a security officer with GardaWorld Security.</p> <p>General Summary The work of the security officer involves responsibility for the protection of life and property and prevention of crime in assigned areas or posts. Work performed may be at variable heights or elevations, or secluded, restricted, or confined areas that are above or below street level. Duties normally consist of routine patrol of an area. Work involves an element of personal danger. The employee must be able to exercise sound, independent judgment under stress. Assignments may include work in special tasks which call upon specialized abilities and knowledge possessed by the officer. Work assignments can be general or specific and instructions are received from a supervisor who reviews work methods and results through reports, personal inspection and discussion.</p> <p>Duties & Responsibilities</p> <p>Crime Prevention and Investigation</p> <ul style="list-style-type: none"> • Assigned to a fixed post or performs preventive patrol in an assigned area • Continually observes for criminal activity, safety hazards, persons needing assistance • Becomes and remains familiar with patrol areas, geographic locations, routines, potential problem areas • Conducts security inspections and surveys of buildings and makes recommendations regarding security • Handles inquiries made by the public and clients • Collects information and either acts upon it if within the scope of his/her authority or routes it to the proper authority or agency • Conducts searches of person, vehicles, places and things • Controls, regulates and directs vehicular and pedestrian traffic <p>Miscellaneous Order Maintenance</p> <ul style="list-style-type: none"> • Deals with domestic disputes and other interpersonal conflicts • Responds to specific requests for ambulance/fire service and assists as needed • Investigates reports of lost and found property • Assists persons in distress and need <p>Organizational Support</p> <ul style="list-style-type: none"> • May perform desk duties, including telecommunications (telephone, computer terminal, radio), processing reports • Attends training as assigned • Prepares clear, accurate and complete reports on all activities as required 	
Position Pay Range:	\$22.50 hourly
Position Benefits:	SEIU49 Kaiser Benefits

NOTES / COMMENTS

Attachment 4: Camera Locations and Cost

Site Name	Parking Levels	Busy Levels	Ramp Type	Levels Monitored	Total Cameras			Camera Count	12Hr Fixed Surveillance Units	Fixed Surveillance Install
					Monitored	single lens cams	dual lens cams			
Naito & Davis - ND	4	3	Ramp	3	17	5	6	11	\$ 2,275.00	\$ 28,240.00
Naito & Davis-Heliport				1	1	1	0	1	\$ 125.00	\$ 1,730.00
Naito & Davis-Lobby				1	1	1	0	1	\$ 125.00	\$ 1,730.00
10th & Yamhill - 10Y	7	4	Ramp	5	50	10	20	30	\$ 6,400.00	\$ 66,850.00
10th & Yamhill - Roof				1	4	0	2	2	\$ 500.00	\$ 4,280.00
4th & Yamhill - 4Y	8	4	Ramp	5	27	7	10	17	\$ 3,525.00	\$ 40,260.00
4th & Yamhill - Roof				1	4	0	2	2	\$ 500.00	\$ 4,280.00
3rd & Alder - 3A	10	4	Helix	8	28	0	14	14	\$ 3,650.00	\$ 36,710.00
3rd & Alder - Roof				1	4	0	2	2	\$ 500.00	\$ 4,280.00
1st & Jefferson - 1J	11	4	Helix	6	22	0	11	11	\$ 2,900.00	\$ 30,290.00
1st & Jefferson-Roof				1	4	0	2	2	\$ 500.00	\$ 4,280.00
				Totals	162	24	69	93	\$ 20,500.00	\$218,650.00
				17					per month	one time

Attachment 5 - Anticipated Staffing Plan and Cost

CONTRACTOR'S STAFFING PLAN and COST					
	RFP #:	2014			
	Proposing Firm:	GardaWorld			
FACILITY: All Facilities					
	# of hours proposed to meet the minimum weekly staffing requirements	Hourly Wage (Range) Paid to the Employee	Billable Rate ⁽¹⁾	Weekly Cost (Billable Rate x Hrs.)	Annual Cost
Unarmed Security	840.00	\$22.50	\$37.11	\$31,172.40	\$1,620,964.80
Armed Security					
Supervisory Security	168.00	\$25.00	\$35.94	\$6,037.92	\$313,971.84
Administrative					
Management	40.00	\$31.25	\$45.33	\$1,813.20	\$94,286.40
Other (explain below)					
Other (explain below)	0.00	\$0.00	\$0.00	\$0.00	
Total				\$39,023.52	
				Total Annual Cost⁽²⁾	\$2,029,223.04
<p>(1) Billable rate is the rate billed to the City. In comments below, Proposer shall provide a detailed itemization of the difference between the hourly wage and the billable rate. The itemization shall include, but not be limited to, benefits, taxes and other payroll costs, uniforms, equipment, and the Contractor's Management fee. Note: The Contractor's Management Fee shall include but not be limited to office expenses, accounting fees, profit, etc.</p> <p>(2) TOTAL - The Total Amount should be the total anticipated cost to the City for the first year.</p>					
Notes / Comments					
Unarmed Security includes Officers on E-Bike Patrol					

