

ORDINANCE EXHIBIT-A

185355

CITY OF PORTLAND

CONTRACT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT No. 30002502

PTE SERVICES IN SUPPORT OF IBM FILENET/P8 ENTERPRISE CONTENT MANAGEMENT (ECM) SYSTEM

Pursuant to Ordinance No. _____, this "Contract" is made by and between the **City of Portland**, a municipal corporation of the State of Oregon, and its successors or assigns (hereafter called "City"), and **Prescient Information Systems**, an Indiana corporation, hereafter called Contractor, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties." The City's Project Manager for this Contract is Geoff Chew.

Effective Date and Duration

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be for five years, from May 1, 2012 (Effective Date), to April 30, 2017.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$475,000 over the five-year term for accomplishment of the work.
- (b) Payments shall be made to Contractor according to the payment schedule identified in Exhibit A, Statement of Work and Payment Schedule.

CONTRACTOR DATA AND CERTIFICATION

Contractor Name: Prescient Information Systems

Address: 8902 Vincennes Circle, Suite B, Indianapolis, IN 46268

Employer Identification Number (EIN) 35-1999969

City of Portland Business License # 733631

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

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

1. Definitions

These definitions apply to the entire Contract including Exhibits, subsequent Amendments, and Task Orders:

"Acceptance" means a Deliverable has been delivered, inspected, configured, and diagnostic tests have been performed to demonstrate, to the City's satisfaction, that the Deliverable conforms and operates according to the requirements of this Contract, applicable Acceptance Criteria or Documentation, and Contractor's representations.

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

ORDINANCE EXHIBIT-A

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

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

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

“Business Day” means a calendar day of twenty-four hours, excluding weekends and City recognized holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” means a calendar day of twenty-four hours, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

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

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

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

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

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

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

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

ORDINANCE EXHIBIT-A

“Design Environment” means those isolated portions of a computer system where Software can be developed, tested, and fail without impacting the Production Environment or the Users of the System.

“Documentation” means user manuals and other written materials in any form that describe the features or functions of the Software, System, or Deliverables, including but not limited to published specifications, marketing materials, technical manuals, and operating instructions provided to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Error” means any defect, problem, condition, bug, or other partial or complete inability of the System or a component of the System to operate either in accordance with the applicable Documentation or in the same manner in which it operated as of the Acceptance Date.

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

“Hardware” means any equipment, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper operation, modification, or support of the System.

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

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

“Operating System Software” means any computer program product that is installed on, and is a component integral to the function and basic operation of the hardware of a specific data-processing system or platform in order to allow users and application programs to make use of it.

“Outage” means an unplanned and complete interruption or Significant Degradation of service to the System User lasting longer than 10 minutes.

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

“Production Environment” means that portion of the System including all sub-systems that is used for day-to-day operations by the Users of the System.

“Project” means the overall collection of Deliverables, Services, and activities required under this Contract, any of which Contractor may be providing in whole or in part.

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

“Significant Degradation” occurs when the System Response Time is 10 times longer than the time last reported on the weekly System Statistics Report, or one or more key System functions are not available.

“Services” means both ordinary and professional services as required to be performed by Contractor under this Contract for the City as set forth in the Statement of Work.

“Software” means the, including, without limitation, the applications and programs used in the FileNet System as well as any Customization, diagnostic software, Updates, Upgrades and any related Documentation related to this System, as well as any other applications and programs covered by Services supplied by Contractor under this Contract.

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

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

“System” means collectively all products, Hardware, Software, and other tangible components and interfaces of the FileNet document imaging system acquired by the City from IBM in 1997, and later upgraded to the IBM FileNet/P8 Enterprise Content Management (ECM) system in 2008.

“System Business Hours” means the time from 7:00 am and 5:00 pm Pacific Time on Business Days.

“System Response Time” means the time required for a representative sample of User transactions to be processed by the System.

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

“Test Environment” means those isolated portions of the System that replicates the Production Environment, and is used to test all proposed changes to the Production Environment, including new Software, to failure, without impacting the Production Environment, to ensure when the changes or new Software is applied to the Production Environment, there will be no adverse impact to the System or its Users.

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

“Upgrade” means a newer, better version, change, modification, or enhancement to the System or Software, and related Documentation, which incorporates major new features or increases the core functionality of the System or Software and may be considered a new version.

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

2. Order of Precedence

In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict will be resolved by designating which portion of the Contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract the order of precedence shall be: a) Amendments to this Contract; b) this Contract’s terms and conditions; c) amendments to Task Orders; d) Task Orders; e) Exhibit A, Statement of Work and Payment Terms; f) Schedule A, Project Schedule; g) Exhibit B, Budget Detail; h) Exhibit D, Contractor’s Proposal; i) Exhibit C, Sample Certificate of Acceptance.

3. Task Orders

- 3.1 Task Orders are subject to the terms of this Contract. Agreed-upon changes shall not be retroactive and shall apply as of the effective date of the respective Task Order. Changes to a Task Order shall be done via and amendment to the task order.
- 3.2 The City reserves the right to make changes, at any time to a Task Order in the form of an amendment agreed to by the Parties. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor’s obligations, the PWB 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 fee.
- 3.3 In no case shall a new Task Order be placed by the City or be accepted by Contractor after the expiration date of this Contract.

4. Access to Records

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

5. Audits

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

5.2 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.

5.3 If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 7, Early Termination of Contract and section 9, Remedies.

6. Effective Date and Duration

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

7. Early Termination of Contract

7.1 The City and Contractor, by mutual written agreement, may terminate this Contract at any time.

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

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

8. Payment on Early Termination

8.1 In the event of termination under subsection 7.1 or 7.2, the City shall pay Contractor for work performed in accordance with the Contract prior to the termination date.

8.2 In the event of termination under subsection 7.3 by Contractor due to a breach by the City, then the City shall pay Contractor as provided in subsection 8.1.

8.3 In the event of termination under subsection 7.3 by the City due to a breach by Contractor, then the City shall pay Contractor as provided in subsection 8.1, subject to set off of excess costs, as provided for in section 9.1.

8.4 In the event of early termination all of Contractor's work product will become and remain property of the City.

9. Remedies

- 9.1 In the event of termination under subsection 7.3 by the City due to a breach by Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.
- 9.2 The remedies provided to the City under section 7, Early Termination of Contract and section 9, Remedies for a breach by Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- 9.3 In the event of breach of this Contract by the City, then Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in subsection 7.3 and subsection 8.2.

10. Subcontracts and Assignment

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

11. Compliance with Applicable Law

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

12. Indemnification and Insurance**12.1 Indemnity - Claims for Other than Professional Liability**

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

12.2 Indemnity - Claims for Professional Liability

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

12.3 Indemnity - Standard of Care

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

12.4 Indemnity – Infringement of Intellectual Property Rights

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

12.5 **Insurance Coverage.** During the term of this Contract Contractor shall maintain in force at its own expense, the insurance coverage noted below:

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

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

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

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

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

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

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

12.5.5 Insurance Certificate. As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City prior to or with the return of the signed contract. The certificates shall include a 30-day notice of cancellation clause and a 10-day notice for non-payment. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance. If the

ORDINANCE EXHIBIT-A

insurance is canceled, terminated, or expires prior to completion of the Contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. Failure to maintain insurance as required by this Contract may be cause for immediate termination of the Contract by the City. Contractor's insurance will cover damages excluded from any limitation of liability to the extent of its policy limits indicated herein. If requested, complete policy copies shall be provided to the City.

12.5.6 Additional Insureds. The coverage shall apply as to claims between insureds on the policy. The insurance shall be without prejudice to coverage otherwise existing. For liability coverage, the insurance certificate shall name as additional insureds "the City of Portland, Oregon, and its officers, agents and employees." Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

12.5.7 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. Ownership of Work Product

All work products produced by Contractor under this Contract are the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; 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," 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.

14. Nondiscrimination

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

15. Successors in Interest

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

16. Severability

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

17. Waiver

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

18. Warranties

- 18.1 Contractor warrants that the work performed under this Contract will meet the standards of skill and diligence normally employed by professional engineers or consultants performing the same or similar services, that work will be free from errors and from defects in workmanship and materials, and that deliverables shall conform to the performance standards, specifications, functions and other descriptions and standards applicable thereto as set forth in the Statement of Work. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.
- 18.2 Contractor warrants it has complied and shall comply with all applicable law in connection with the execution, delivery, and performance of this Contract; that the execution, delivery, and performance of this Contract and any Task Order subject to this Contract shall not contravene the terms of any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of this Contract, there are no actual or threatened legal actions with respect to the matters in this Contract.
- 18.3 Contractor warrants and represents the following:
- (1) Software, including all components and Upgrades supplied by Contractor, shall operate in accordance with Acceptance Criteria and all Documentation.
 - (2) Software is compatible with the City's existing data files and systems as may be applicable and identified at the time of this Contract or a Task Order, and shall run in accordance with the Documentation.
 - (3) No Material Defects or Viruses/Illicit Code. Software is free of any defect in material of the media in which it is delivered and is free of any virus, Trojan horse, spyware, malware, or other program routine designed to erase, disable or otherwise harm the City's hardware, data or other programs that Contractor knew or should have known was contained in the Software or other code or program.
 - (4) Software shall not:
 - A) Contain any hidden files that Contractor or any Subcontractor to Contractor knew or should have known were contained in the Software or programming;
 - B) Replicate, transmit, or activate itself without the control of an authorized person operating computing equipment on which it resides, unless requested or authorized by the City;
 - C) Alter, damage, or erase any data or computer programs without the control of an authorized person operating the computing equipment on which it resides;
 - D) Contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this Contract, based on residency on a specific hardware configuration, frequency of duration of use or other limiting criteria (any of the foregoing shall constitute "illicit code").
- 18.4 Documentation Explains Use. Contractor warrants that the Documentation shall explain the operation of the Software in terms understandable by City Users of reasonable technical competence.

19. Governing Law

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

20. Dispute Resolution, Governing Law, and Jurisdiction

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

- 20.1 Any dispute between the City and Contractor arising prior to completion of Contractor's services or the earlier termination of the Contract shall be resolved, if possible by the Contract Manager or their designee on behalf of the City and Paul Samulowitz on behalf of Contractor.
- 20.2 If the Contract Manager or the Contract Manager's designee and Contractor are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Water Bureau's Chief Engineer Designee on behalf of the City and Paul Samulowitz on behalf of Contractor for resolution, if possible.
- 20.3 Oregon Venue/Choice of Law. This Contract shall be construed according to the laws of the State of Oregon without reference to its conflict of laws provisions. Any litigation between the City and Contractor arising under this Contract or arising 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.
- 20.4 Unless ordered by the City to suspend all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures and shall comply with any mutually agreed upon Task Order that the City may issue regarding the acceleration of all or any portion of the Services. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute, in accordance with the provisions of the Contract or Task Order.

21. Amendments

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

22. Business License

Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under 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.

23. Prohibited Interest

No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No City officer or employee who participated in the award of this Contract shall be employed by Contractor during the period of the Contract.

24. Payment to Vendors and Subcontractors

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

ORDINANCE EXHIBIT-A

185355

25. Written Notifications

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

For City:

Name: Geoffrey M. Chew
Title Senior Program Manager
Address: 1900 N Interstate Ave
Portland, OR 97227

For Contractor:

Name: Paul Samulowitz
Title: President
Address: 8902 Vincennes Circle, Suite B
Indianapolis, IN 46204

Copy to: City of Portland
Bureau of Internal Business Services
Procurement Services
Technology Procurement Group
1120 Southwest Fifth Avenue, Room 750
Portland, OR 97204

Copy to: City of Portland
Water Bureau
Attn: Corrina Rodriguez
1120 Southwest Fifth Avenue, Room 600
Portland, OR 97204

26. Conflict of Interest

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

27. Return of Parties' Property

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

28. Notice of Change in Financial Condition.

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

29. Confidentiality

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

ORDINANCE EXHIBIT-A

185355

parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

- 29.2 Maintenance of Confidentiality. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use Confidential Information exclusively for the City's benefit and in furtherance of the goods and/or services provided by Contractor. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. Contractor shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents of Contractor who need to know the Confidential Information in connection with the City Project/Network, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use Confidential intellectual property of the City without the City's prior written consent.
- 29.3 Scope. This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. This Contract shall not apply to Confidential Information which (1) is or later becomes part of the public domain without breach of this Contract and through no wrongful act of Contractor, (2) Contractor rightly receives from a third party, or (3) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Contract or the date of any access or exposure to any Confidential Information. Contractor's obligations under this Contract shall survive termination.
- 29.4 Equitable Remedies. Contractor acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.
- 29.5 Contractor's Confidential Information. During the term of the Contract, Contractor may disclose to the City, certain confidential information pertaining to Contractor's business ("Confidential Information"). Contractor shall be required to mark "CONFIDENTIAL" with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The City shall not be deemed to have breached this Section if (a) Confidential Information later becomes part of the public domain through no act or omission of the City; (b) is required to be disclosed under operation of law; or (c) the City lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality.

30. Public Records Request

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

31. Survival

All obligations relating to confidentiality; indemnification; publicity; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination (except that payments for services not performed by the date of termination shall be prorated) shall survive the termination or expiration of this 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. Nothing in this Contract

shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior written approval of the City Attorney's office.

32. Progress Reports

Contractor shall provide progress reports to the Project Manager as requested in the Statement of Work attached as Exhibit B. Exhibit B shall list what information Contractor must include in monthly progress reports.

33. Task Orders

33.1 The City may assign additional individual projects or Tasks in the Statement of Work on a Task Order, time-and-materials basis as project needs are identified. The scope of work, schedule, Deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any changes to the scope of work, schedule, Deliverables, and compensation in a Task Order must be agreed upon by Contractor and the City in writing as an amendment to the Task Order.

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

34. Acceptance Testing

34.1 Prior to Accepting Software, Updates, Upgrades, Documentation, modifications to the Software, or other Deliverables, the City shall have the right to perform Acceptance Testing. Contractor shall cooperate with the City in the development of Acceptance Criteria and the Acceptance Test Plan that shall codify and set forth the location, date, and other specifications of the test.

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

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

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

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

- 34.6 The City shall have the right to revoke "Acceptance with Exception(s)" if the City granted an "Acceptance with Exception(s)" based on Contractor's commitment to correct the defect within a reasonable period of time, but the defect has not been so corrected.

The City shall also have the right to revoke Acceptance if the City accepted the Deliverable without discovery of the defect, and the Acceptance was reasonably induced by Contractor's assurances or by the difficulty of discovery of the defect before Acceptance. Revocation is effective only if it occurs within a reasonable time after the City discovers or should have discovered the reasons for revocation.

35. Substantial Completion

- 35.1 The Parties acknowledge that Contractor's failure to achieve substantial completion of tasks within the relevant project schedule or Contractor's failure to maintain operation of the System without Outages of the Production Environment during System Business Hours, where such failure is solely the result of Contractor's action or failure to take action, whose cumulative time exceeds 8.8 hours in a rolling 365-day year, will cause the City to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the City of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof.
- 35.2 Contractor agrees that liquidated damages may be assessed and recovered by the City against Contractor, in the event of delayed completion of a task or System Outage and without the City being required to present any evidence of the amount or character of actual damages sustained by reason thereof.
- 35.3 Contractor shall be liable to the City for payment of liquidated damages in the amount of \$1,000 for each additional eight (8) hours, or any portion thereof, for Outage of the Production Environment during System Business Hours in a rolling 365 day year, or each Business Day that a deliverable is delayed beyond the due date in the project schedule, as that due date may be adjusted for time extensions as agreed by the Parties in writing in an amendment.
- 35.4 Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.
- 35.5 Payment of liquidated damages by Contractor to the City shall not limit the City's right to terminate this Contract for Material Breach or to seek other remedies as provided elsewhere herein.
- 35.6 Payment of liquidated damages does not relieve Contractor of performance obligations under this Contract or any Statement of Work or Task Order.

36. Security

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

- 36.1 Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628. Specifically Contractors must develop, implement and maintain reasonable safeguards to protect the security, confidentiality and integrity of the personal information, including disposal of the data. Contractors must also provide immediate notification to the City of a data security breach (as defined) and in cooperation with the City, provide notice to affected consumers. Any costs or fees incurred by the City due to Contractor's data breach, including but not limited to notification, consumer credit reports or fines by the Department of Consumer and Business Services, shall be reimbursed to the City by Contractor.
- 36.2 City of Portland, Bureau of Technology Services Security Standards. Specifically Contractors must comply with Technology Services, Information Security Administrative Rules 2.01, 2.02, 2.08, 2.12 and 2.15. These rules are located at: <http://www.portlandonline.com/auditor/index.cfm?c=26821>.
- 36.3 Additionally, any Contractor who provides or has access to Software which process and /or interacts with credit/debit card information must also be compliant with the Payment Card Industry - Data Security Standard (PCI-DSS). Current standards are maintained at www.pcisecuritystandards.org

ORDINANCE EXHIBIT-A

185355

37. Travel Reimbursement

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

- 37.1 Commercial Air Travel. Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. The City shall reimburse Contractor for one round trip to the subject work location, unless otherwise agreed to by the City in writing. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Contractor personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.
- 37.2 Rental Cars/Surface Transportation. Contractor shall choose the most economical mode of transportation. 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 elects 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 personnel for surface transportation such as taxicabs, shuttles, and mass transit, at actual cost when reimbursement requests are accompanied by original receipts.
- 37.3 Lodging. Contractor shall arrange for their own 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/Portal/gsa/ep/home.do?tabId=0>
- 37.4 Meal and Incidental Expenses. 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/Portal/gsa/ep/home.do?tabId=0>
- 37.5 Personal Entertainment. Expenses incurred for personal entertainment while traveling on the City business are not reimbursable. Personal entertainment includes items such as in-room movie charges, alcoholic beverages, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc. This Contract, together with all Exhibits, Attachments and those documents which by their reference have been incorporated herein, constitutes the entire Contract between the City and Contractor and supersedes all proposals, oral and written agreements, between the Parties on this subject.

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

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

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

City Project Manager Signature _____ Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature _____ Date _____

ORDINANCE EXHIBIT-A

185355

EXHIBIT A STATEMENT OF WORK AND PAYMENT SCHEDULE

CONTRACT No. 30002502

1.0 Background

The City of Portland's (City) Water Bureau (PWB) purchased a FileNet document imaging system in 1997, and later upgraded the system to IBM FileNet/P8 Enterprise Content Management (ECM) System in 2008. IBM is the provider of the ECM Software. Installation of Updates and Upgrades is not provided by IBM, and shall be provided by Contractor.

The City of Portland's Bureau of Technology Services (BTS) provides and manages the basic computing environment, including networking and active directory services, and controls access and permissions on City computer systems. BTS also manages the Operating System Software patches, anti-virus systems, and specifies what operating systems and release versions are permitted to exist on the City's network. ECM must continue to become Windows 7 compliant, and remain compliant with other standards set by BTS. This includes upgrading the Operating System Software on the System servers from Windows Server 2003 to 2008 SP2. PWB also requires assistance in implementing ECM as a business System to improve staff efficiency and effectiveness, and manage Bureau documentation and business processes.

2.0 Scope of Work

Contractor shall implement Upgrades, Customize, configure, administer, maintain, and support the ECM System, and identify business processes that will benefit from this Software and the Business Process Management module included in the Software. Specific tasks include the following:

Task No.	Description
1	Review and Recommendation of Current Systems and Recommendation of appropriate Hardware and Software Upgrades
2	Install Software Updates and Upgrades
3	System Development, Customization, Configuration and Deployment, Maintenance
4	Develop Design and Test Environments
5	Implement System Backup and Design Disaster Recovery Procedures
6	Provide Project Management and Other Support Services as Identified
7	Migrate Image Services to P8
8	Development of Applications, Identification of Business Processes and Improvements, and Support of City Software Development

Contractor shall upgrade the ECM Software and Hardware to current or best released versions, sized appropriately. The resulting System shall meet stability and uptime requirements, and meet PWB's operational needs. Contractor shall implement a document management System and assist in migration of images from the legacy FileNet Image Services. Contractor shall also implement the Business Process Management module and assist PWB in identifying opportunities to implement Business Process Management and document management to make the most effective use of the System.

Contractor shall make recommendations regarding appropriate Hardware and Software, and best use of the System and shall install and configure all Software not provided by BTS. Contractor shall upgrade and maintain the System to comply with BTS requirements and standards, and to meet the needs of PWB as well as provide technical assistance in developing new business processes using the ECM System, ranging from answering specific questions, through troubleshooting City-developed processes, including but not limited to designing and implementing business processes from given requirements.

ORDINANCE EXHIBIT-A

185355

2.1. Task 1 – Review of Current Systems and Recommendation of Appropriate Hardware and Software Upgrades

2.1.1 Contractor shall review current IBM FileNet/P8 ECM Software version level, Hardware and System, configuration, and BTS Technology Standards, including Windows 7 compatibility and recommend appropriate Hardware and Software Upgrades. The current BTS Technology Standards can be viewed online at: <http://www.portlandonline.com/bts/index.cfm?c=26586&a=44978>.

2.1.2 Contractor shall provide a Current Inventory Report which provides a detailed Hardware and Software inventory of the Bureau's current System, and include recommendations for use or replacement in the upgraded System. Contractor shall access PWB's existing System, develop a detailed inventory of the System, and document the current Software revision levels, including patches installed, for the Operating System Software, the relational database, ECM Software, and any other Software installed. Contractor shall also document the System Hardware such as servers, sub-systems, and disk arrays to determine the current Hardware configuration. Contractor shall develop and provide to PWB within thirty (30) Calendar Days from Effective Date of the Contract, a Current Inventory Report that lists the Software and Hardware inventories listed above. The Current Inventory Report shall be in Microsoft 2003 format of Word, Excel, Visio and/or Project.

2.1.3 Contractor shall recommend appropriate replacement and/or upgrade of specific System components, and changes to System configuration to improve System stability and performance. These recommendations shall be included in the Hardware and Software Specification Reports. The Hardware Specification Report shall provide a detailed list of the Hardware that will need to be purchased to support the upgraded System. Each item of Hardware will have specifications and estimated costs to the City. The Software Specification Report shall provide a detailed list of the Software that will need to be purchased to support the upgraded System, including the Design, Test, and Production Environments. Each item of Software shall have the required Software version, and the number and types of licenses as appropriate and estimated costs to the City.

2.1.4 Contractor shall determine what Hardware shall be needed to support the upgraded System. Contractor shall review each item in the System Hardware inventory, and based on its ability to continue to operate effectively for the next four (4) years and assign each Hardware item into one of following three (3) categories:

- i) Meets current and future needs in Production Environment;
- ii) Meets current needs and could be used in Test or Design Environment for four (4) years (less capable, may not be 100% reliable for 4 years); and
- iii) Does not meet current needs or will not be reliable for four (4) years.

Contractor shall document why each Hardware item was assigned to its category.

2.1.5 Contractor shall determine what additional Hardware is required to implement the System Production, Design and Test Environments. Contractor shall then develop specifications for each item of additional Hardware, subject to BTS Standards, and provide this information in the Hardware Specification Report which shall be approved by the PWB's Project Manager. Contractor shall provide estimated prices for each Hardware item utilizing State of Oregon or equivalent governmental pricing schedules. Contractor shall include in their solicitations to vendors that pricing must be fair and reasonable to state and government pricing. Contractor shall determine whether prices are fair and reasonable by completing a comparison of price and non-price factors that a vendor offers the government with those that the company offers to commercial customers. In order to make this comparison, Contractor shall request vendors to disclose either their most favored customer discount practices or all information regarding their commercial and non-commercial pricing and discounting practices.

2.1.6 Using the necessary Software configuration for the ECM, Contractor shall identify BTS current standard Operating System version, service pack, patch levels, active directory, and other network parameters. Contractor shall then determine what additional Software (including Software version, and the number and types of licenses as appropriate) shall be required to implement the ECM System Production, Design and

ORDINANCE EXHIBIT-A

185355

Test Environments. This information shall be documented and included by Contractor in the Software Specification Report. Contractor shall provide estimated prices for each Software item, utilizing State of Oregon or equivalent governmental pricing schedules where available.

- 2.1.7 Contractor shall provide draft copies of the Hardware and Software Specification Report to the PWB Project Manager for review by PWB and BTS staff within thirty (30) Calendar Days of the Effective Date of the Contract. Draft reports shall be provided in the 2003 version of Microsoft Word, Excel, Project and/or Visio. PWB and BTS shall provide comments within ten (10) Business Days. In the event serious objections are raised by City staff, Contractor shall provide a revised System design that addresses the issues raised by City staff within ten (10) Business Days. Contractor shall identify any probable changes or impacts of the revised System design, such as slower performance, fewer concurrent users, more difficult to maintain or program/operate, and/or will not be able to perform specific functions.
- 2.1.8 PWB shall approve final System design, and the Hardware and Software Specification Reports when all concerns are addressed. Where BTS Standards state that specific vendors, software or hardware are to be used, Contractor shall develop specifications that meet the BTS Standards. Non-conforming Hardware or Software shall go through an exception approval process by BTS before being authorized for purchase. Contractor shall provide sufficient information justifying the selection of non-conforming items necessary to gain approval from BTS. BTS shall determine what it deems sufficient reason to grant an exception. PWB will follow City purchasing requirements for all Hardware and Software purchases.
- 2.1.9 Contractor shall review and analyze current business processes to leverage the optimal use of the ECM Software and review business processes documented by PWB staff to determine if the IBM FileNet P8 ECM System is the appropriate system to be used by PWB to implement business process management. Contractor shall recommend and discuss alternative Systems for PWB business process management. Contractor shall develop a Business Process Opportunity Report that includes recommendations for Systems to implement business process management at PWB, and details the best opportunities to develop effective business processes using the ECM System. Each opportunity discussed shall identify the business process, the opportunities to improve the effectiveness of the process, utilize data generated from the process or other benefit, the estimated complexity of implementing the process using ECM, and estimated cost for Contractor to develop the business process. Contractor shall include in the Business Process Opportunity Report information regarding how the ECM System was effectively used by other similar agencies. The Business Process Opportunity Report shall be provided to the PWB Project Manager, in Microsoft 2003 Word, Excel, Visio and/or Project, as appropriate, and is due 90 days after the Effective Date of the Contract.
- 2.1.10 Contractor shall provide the following Deliverables:

Task 1	Review current System and recommend appropriate Hardware and Software Upgrades
Deliverables	<ol style="list-style-type: none"> 1. Current Inventory Report (due 30 Calendar Days from Contract Effective Date) 2. Hardware Specification Report (due 30 Calendar Days from Contract Effective Date) 3. Software Specification Report (due 30 Calendar Days from Contract Effective Date) 4. Justification for exceptions to BTS Standards (due 30 Calendar Days from Contract Effective Date) 5. Business Process Opportunity Report (due 90 Calendar Days from Contract Effective Date) 6. All reports shall be in Microsoft 2003 formats of Word, Excel, Project and/or Visio as appropriate. Final Reports may be in Adobe PDF/A format.
Dependencies	<p>PWB Provide staff to coordinate resources Provide staff from business areas and information about current business processes.</p>

ORDINANCE EXHIBIT-A

	<p>BTS Provide staff to determine and consult on BTS requirements for new Server platform and other technical requirements.</p> <p>Contractor Review and analysis of existing System, and requirements of upgraded System Determine what additional Hardware and Software is required. Determine opportunities to implement Business Process Management</p>
Acceptance Criteria	<ol style="list-style-type: none"> 1. All Reports include the information specified in the detailed task descriptions in Section 2.1 and are in the format specified and submitted on time. 2. Justification for exceptions to BTS Standards: BTS approves the purchase of non-conforming Hardware and Software.

2.2 Task 2 – Install Software Updates and Upgrades

- 2.2.1 Contractor shall develop an Implementation Plan to stage or install new Hardware where necessary, install and test Software, including database Software, migrate existing System data to the new Production Environment, including testing the new Environment, and development of basic training material before cut-over to the new System.
- 2.2.2 Contractor shall design the Implementation Plan to minimize System interruption to users of the existing System during System Business Hours. Contractor shall provide the Implementation Plan to PWB for approval within ten (10) Business Days of approval of the Hardware and Software Specification Reports. The Implementation plan shall be in Microsoft 2003 Word, Excel, Project and/or Visio as appropriate. PWB shall approve or reject and return the Implementation Plan with comments within ten (10) Business Days of receipt. Contractor shall revise the Implementation Plan to address comments, and resubmit the Implementation Plan for approval within ten (10) Business Days of receipt of comments. The City shall indicate its approval of the Implementation Plan in writing.
- 2.2.3 Training Materials shall be developed as specified in the Implementation Plan. Contractor shall review Training Materials with PWB staff as necessary. Training Materials shall be provided to the PWB Project Manager within fifteen (15) Business Days of the release of Hardware and Software Systems by PWB to Contractor, in Microsoft 2003 Word, Excel, PowerPoint, and/or Visio, or other media approved by the PWB Project Manager. Training Materials must be reproducible without limit by PWB.
- 2.2.4 BTS or Vendor shall install purchased Hardware from Approved Hardware Specification Report. BTS shall install BTS-standard software, including Operating System Software, service packs and patches, system management software, and anti-virus software. BTS shall turn over the purchased hardware and software systems to PWB when they meet BTS's standards or requirements.
- 2.2.5 PWB shall release the Hardware and Software Systems to Contractor for installation or migration as called for in the implementation plan.
- 2.2.6 Contractor shall implement the ECM upgrade, follow the implementation plan, and upgrade the existing System to current or recommended Software versions. Contractor shall install and test Software, including database Software, migrate existing System data to the new Production Environment, including testing the new Production Environment. After successful testing of the new System, PWB shall authorize Contractor to cut over to the new System, and decommission unused components of the old System. BTS shall be responsible for the removal and disposal of Hardware no longer required. Cut over to the Upgraded System Production Environment is due no later than forty-five (45) Calendar Days from release of Hardware and Software from PWB to Contractor.

ORDINANCE EXHIBIT-A

2.2.7 Contractor shall provide the following Deliverables:

185355

Task 2	Install Software Updates and Upgrades
Deliverables	<ol style="list-style-type: none"> 1. Implementation Plan (in Adobe PDF/A, or Microsoft 2003 Word, Excel, Project and/or Visio as appropriate, due 10 Business Days from acceptance of Hardware and Software Specification Reports) 2. Training Materials (in Microsoft 2003 Word, Excel, PowerPoint, and/or Visio, or other media approved by the PWB Project Manager, due fifteen (15) Business Days from release of Hardware and Software from PWB to Contractor) 3. Upgraded ECM System (Due forty-five (45) Calendar Days from release of Hardware and Software from PWB to Contractor) 4. Decommissioned unused System components
Dependencies	<p>PWB Purchase and make available items on Hardware and Software Specification Reports. Provide training and support to ECM users.</p> <p>BTS Install Hardware, standard Software Disposal of surplus components.</p> <p>Contractor Successful installation and testing of new ECM Software, decommissioning of unused Software and Hardware.</p>
Acceptance Criteria	<ol style="list-style-type: none"> 1. Implementation Plan must document the stages and activities of how Contractor will implement the System and describe how Contractor will minimize downtime. Implementation Plan will be submitted in the format specified in Section 2.2. 2. Training Materials must present sufficient information in appropriate format to allow casual users of the existing System to understand the changes to the System, and work with the upgraded System. 3. ECM Production Environment Upgrade <ol style="list-style-type: none"> 3.1 Contractor follows the Implementation Plan to upgrade ECM Production Environment, and the Implementation does not impact System Users beyond that impact which was defined in the Accepted Implementation Plan. 3.2 The Upgraded ECM System Production Environment provides the same information as the existing System, 3.3 Upgraded system has similar to or better performance than the existing System, and meets requirements stated in paragraph 2.3.5. 4. Decommissioned System components have been physically disconnected from the System when appropriate, by either Contractor or BTS, as determined by BTS, and disposed of. <p>All reports and plans are provided in Microsoft 2003 Word, Excel, Project and/or Visio as appropriate and submitted on time. . Final Reports may be provided in Adobe PDF/A format.</p>

2.3 Task 3 –System Development, Customization, Configuration and Deployment, Maintenance

- 2.3.1 Contractor shall perform System development, Customization, Configuration and deployment as well as Maintenance and administration, including but not limited to day-to-day management and troubleshooting. Contractor shall perform ongoing System Maintenance including patch installation, System configuration to maintain compatibility with the Operating System Software, security patches, and other software installed by BTS, and System Customization to meet network and other System environmental changes implemented by BTS.
- 2.3.2 Contractor shall evaluate impact of these changes to the System servers, and adjust the System as necessary. Contractor shall work with BTS as required for Contractor to effectively operate all aspects of the System, and manage the installation of required and optional patches, timing of server reboots, and the Software versions to be deployed to the server or clients such as Java versions required for the Software to operate. BTS shall push Operating System Software and other support system patches and Upgrades to System servers as they deem necessary.
- 2.3.3 Maintenance shall include preventative services and tools for the System such as, without limitation, (A) the development, release and assistance in installation of Updates and Upgrades which are designed to prevent operational errors, bugs, viruses, and the like; and (B) the monitoring, queue management, evaluation, or any other similar diagnostic applications or tools, and assistance in the installation and operation of same. Contractor shall monitor announcements of patches, Updates, Upgrades, and other Software revisions or improvements provided by IBM and vendors of database and other Software that is utilized in the System during the term of this Contract. Contractor shall evaluate each announced patch, Update, Upgrade, or Software revision for applicability in the System. Contractor shall provide a Patch & System Change Report monthly that lists each patch, Update, Upgrade, or Software release announced that potentially impacts the System, its applicability or benefit, the risk of installation, and the risks of not installing the Software revision. Contractor shall include in the Patch & System Change Report which Software revisions Contractor installed. Contractor shall configure or reconfigure the System as needed to meet changing requirements and conditions and shall document Configuration changes, and provide this Documentation upon request by the PWB Project Manager.
- 2.3.4 Contractor shall perform Maintenance of the System in such a time and manner that does not cause System outages or other disruptions of the Production Environment during System Business Hours.
- 2.3.5 Contractor shall monitor and maintain the System to provide a stable Production Environment, defined as less than 8.8 hours of total unanticipated Production Environment Outage during System Business Hours per rolling 365 day year.
- 2.3.6 Contractor shall monitor the System to ensure that all operating parameters are within limits; that physical and virtual memory, disk space, database files and tables, queues, temporary files; and all other operational aspects of the System at large, are not exceeded, exhausted, overflowed, or otherwise outside designed parameters. Contractor shall take active steps to prevent Error conditions, and optimize the overall System performance, including maintaining database parameters and files.
- 2.3.7 Contractor shall operate and maintain the System to minimize System Outages or other disruptions of the Production Environment during System Business Hours.
- 2.3.8 Contractor shall document changes to Maintenance actions or routine on the System, including database Maintenance operations and routines, in a System Change and Maintenance Report and provide this report on request.
- 2.3.9 Contractor shall create a System Outage Report that documents the Outage times and durations for each Environment (Production, Design and Test). This report shall detail the cause or reason for each Outage, and include the total Outage hours (both scheduled and unanticipated, and hours during and outside System Business Hours), the unanticipated Outage hours for each Environment for the previous month and summarized for the twelve (12) previous months. This Report shall be submitted to the PWB Project Manager, and is due on the first business day of each month.

ORDINANCE EXHIBIT-A

185355

- 2.3.10 Contractor shall provide a System Statistics Report, to detail key System statistics, including average System Response Time, and include the normal or designed ranges for each statistic, and for any statistic that is outside the normal or designed range, identify corrective actions to be taken. Contractor will provide copies of the System Statistics Report each week with updated statistics covering the previous week to the PWB Project Manager. Contractor shall note any statistic that is outside the normal or designed range, and identify corrective actions to be taken.

- 2.3.11 All Reports identified in this Section 2.3 shall be submitted to the PWB Project Manager in Adobe PDF/A or Microsoft 2003 Word, Excel, Project or Visio format on the first Business Day of the week or month, depending on required frequency.

- 2.3.12 Contractor shall troubleshoot and Repair the System. Contractor shall provide telephone support of the System, with a telephone number or other identified line of communication that is monitored twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year. Contractor shall respond to any call to the support line within the Initial Response Time for the Priority Level of the incident triggering the call for support, according to Contractor's Service Level Agreement below, providing a technical support person to troubleshoot the reported error or problem, and this person shall research, correct and/or repair the cause of the problem, remotely accessing the System as needed. Contractor shall staff the support line with competent technical consultants who shall be trained in and thoroughly familiar with the System and with the City's applicable Configuration. Telephone support and all communication shall be delivered in English.

Priority	Level Description	Initial Response	Time Escalation	Status Updates	Targeted Resolution
1. Critical	Supported Product entirely non-functional, Catastrophic production problem which severely impacts Client's production systems, or in which Client's production systems are down or not functioning; loss of production data and no procedural work around exists. Severity 1 problems also include security breaches.	1 hour	1. Escalate to Level 2 immediately after initial data gathering 2. Notify management (see below) 3. Escalate to Level 3 after 2 hours or upon Licensee request	Hourly	1 hour
2. Priority	Essential component or feature of Supported Product not working or causing data corruption; Client's operation is disrupted; no apparent work around available. High business impact.	4 hours	1. Escalate to Level 2 immediately after initial data gathering 2. Escalate to Level 3 after 1 day or upon Licensee request	2 hours	24 hours
3. General	Important component or feature of Supported Product not working; Client's operation is disrupted but work around available; less significant component or feature not working; possible to maintain business operations. Medium business impact.	8 hours	1. Escalate to Level 2 within 1 business day after initial data gathering 2. Escalate to Level 3 after 1 week or upon Licensee request	Daily	72 hours
4. Minor	Question; minor problem causes minimal disruption of work; future product enhancement request. Low to no business impact.	within 3 business days	1. Escalate to Level 2 within 2 business days after initial data gathering 2. Escalate to Level 3 after	Not Applicable	By mutual agreement

ORDINANCE EXHIBIT-A

185355

			1 week or upon Licensee request		
--	--	--	---------------------------------	--	--

ORDINANCE EXHIBIT-A

185355

2.3.13 Contractor shall develop automated functions to perform routine System Maintenance and management tasks as appropriate to maintain the System and capture useful statistics and other information related to the operation and stability of the System. Contractor shall automate routine Maintenance activities, including database management and other System tasks, including generating reports as listed in the above mentioned tasks.

2.3.14 Contractor shall provide the following Deliverables:

Task 3	Perform System development, Customization, Configuration and deployment, Maintenance and administration, including day-to-day management and troubleshooting
Deliverables	<ol style="list-style-type: none"> 1. Patch & System Change Report (due monthly) 2. System Change and Maintenance Report (provided on request) 3. System Outage Report (due monthly) 4. System Statistics Report (due weekly) 5. ECM System is stable and has appropriate Software revisions applied. 6. ECM Production Environment has less than 8.8 hours of unanticipated Outages per year (rolling 365 days.) 7. System Maintenance does not affect ECM Production Environment during System Business Hours. 8. Initial response to requests for support or troubleshooting occurs within 4 hours of request by PWB, 24 hours per day, 7 days per week. 9. ECM Maintenance and statistics generation automated. 10. All Reports shall be submitted to the PWB Project Manager in Adobe PDF/A or Microsoft 2003 Word, Excel, Project or Visio format on the first Business Day of the week or month, depending on required frequency.
Dependencies	<p>PWB Provide staff to coordinate resources.</p> <p>BTS Provide Operating System and other support Software Upgrades</p> <p>Contractor Keep ECM System current on appropriate Software revisions. Monitor and maintain ECM System, modifying configuration and System parameters as necessary. Establish and maintain Maintenance phone line.</p>
Acceptance Criteria	<ol style="list-style-type: none"> 1. All Reports include the information specified in the detailed task descriptions in Section 2.3 and are in the format specified and submitted on time. 2. ECM System is considered to be a reliable system by its Users and programmers. 3. ECM Production Environment has less than 8.8 hours of unanticipated Outages per year (rolling 365 days) during System Business Hours. 4. System Maintenance does not affect ECM Production Environment during System Business Hours. 5. Initial response to requests for support or troubleshooting occurs within 4 hours of request by PWB, 24 hours per day, 7 days per week. 6. The required routine System maintenance and the generation of key System Statistics Report is performed without human intervention.

2.4 Task 4 – Develop Design and Test Environments

2.4.1 Contractor shall design the Design and Test Environments for applications and general System Upgrades. This may be performed as a part of Task 2 – Implementation Plan. In the event this task is performed independently of Task 2 the following shall be accomplished:

2.4.1.1 Contractor shall develop an Implementation Plan for the Design and Test Environments to stage or install new Hardware as necessary. Contractor shall install and test Software, including database Software, migrate existing System data as appropriate to the new Design and Test Environments. The Implementation Plan shall define one or more tests that shall cause the Design and Test Environments to crash or otherwise non-destructively fail. The purpose of these tests is to demonstrate that the Production Environment will not be affected by failures in the Design or Test Environments. Contractor shall document in the Implementation Plan under what circumstances a failure in either the Design or Test Environments would affect the Production Environment. All reports and plans must be provided in Microsoft 2003 Word, Excel, Project and/or Visio as appropriate. Final Reports may be provided in Adobe PDF/A format.

2.4.1.2 Contractor shall design the Implementation Plan to minimize System interruption to users of the existing System and/or Production Environment during System Business Hours. Contractor shall submit the Implementation Plan in Microsoft 2003 Word, Excel, Project and/or Visio, to the PWB Project Manager for approval within 45 days of successful upgrade of the Production Environment. PWB shall review the plan and provide comments or approval within ten (10) Business Days. Contractor shall revise the Implementation Plan and resubmit to PWB for approval within ten (10) Business Days, if necessary.

2.4.1.3 PWB shall purchase and make available Hardware and Software as specified in the Approved Hardware and Software Specification Reports. BTS or Contractor shall install purchased Hardware from Approved Hardware Specification Report. BTS shall install BTS-standard software, including Operating System Software, service packs and patches, system management software, anti-virus software, et al. BTS shall turn over the purchased hardware and software to PWB when they meet BTS standards or requirements.

2.4.1.4 PWB shall release the Hardware and Software to Contractor for installation or migration as called for in the Implementation Plan.

2.4.2 Contractor shall implement and provide Design and Test Environments. Contractor shall follow the Implementation Plan, and create the Design and Test Environments within forty-five (45) Calendar Days from the date PWB releases Hardware and Software per section 2.4.2.4 of this Statement of Work. Contractor shall install and test Software, including database Software. Contractor shall test the Design and Test Environments to ensure that both System operational changes and applications can be designed and tested to System failure in both the Design and Test Environments without impacting the Production Environment. Contractor shall demonstrate that changes and applications can be moved from the Design Environment to the Test Environment to the Production Environment.

2.4.3 Contractor shall provide the following Deliverables:

Task 4	Develop Design and Test Environments
Deliverables	<ol style="list-style-type: none"> 1. Approved Implementation Plan for Design and Test Environments (due forty-five (45) Calendar Days from successful upgrade of Production Environment, in Microsoft 2003 Word, Excel, Project and/or Visio format). 2. Design and Test Environments that are stable, and do not impact Production Environment (due forty-five (45) Calendar Days from release of Hardware and Software to Contractor).
Dependencies	<p>PWB Provide staff to coordinate resources. Review Implementation Plan.</p>

ORDINANCE EXHIBIT-A

	<p>Purchase and make available items on Hardware and Software Specification Reports.</p> <p>BTS Provide staff to determine and consult on BTS requirements for new Server platform and other technical requirements. Install Hardware, standard Software. Dispose of surplus Hardware</p> <p>Contractor Successful installation and testing of Design and Test Environments.</p>
<p>Acceptance Criteria</p>	<ol style="list-style-type: none"> 1. The Implementation Plan for Design and Test Environments includes the information specified in the detailed task descriptions in Section 2.5 and are in the format specified and submitted on time. 2. Contractor's implementation of the Design and Test Environments is in compliance with the Installation Plan and does not impact Production System Users beyond the impact which was defined in the Accepted Implementation Plan. 3. Testing of the new Design and Test Environments demonstrates that in the event of a crash or other serious failure of either or both of the Design and Test Environments, the Production Environment will remain unaffected. 4. Test Environment provides the same computing environment as the existing Production Environment, except where specifically designed to be different. 5. Design and Test Environments shall each have less than 80 hours of unplanned Outages in a rolling 365-day year. 6. Decommissioned System components have been physically disconnected from the System when appropriate, by either Contractor or BTS, as determined by BTS.

2.5 Task 5 - Implement System Backup and Design Disaster Recovery Procedures

2.5.1 Contractor shall design, implement, perform, and test System backup routines. Documentation of backup procedures shall clearly show how each backup process is started, what part(s) of the System is included in that backup process, when it is scheduled, where the backup is stored, and where the backup log is stored. Documentation is provided in Adobe PDF/A or Microsoft 2003 Word, Excel, Project and/or Visio format.

Contractor shall document, implement and demonstrate successful testing of the System backup routines not later than seven (7) Calendar Days from Acceptance of each Environment upgrade or implementation (Production, Develop and Test Environments).

2.5.1.1 Incremental backup of Production Environment data shall be performed by Contractor every hour between 7:00 am and 5:00 pm Pacific Time, on weekdays.

2.5.1.2 A full backup of the Production, Design and Test Environments shall be performed Friday evenings.

2.5.1.3 An incremental backup shall be performed Monday through Thursday evenings.

2.5.1.4 Servers that do not have significant changes or data shall be backed up once per quarter, or after any significant change.

- 2.5.1.5 Backups sets shall be tested monthly to ensure files and data are being backed up, and are able to be restored. One (1) backup set of each type (hourly, nightly incremental, weekly full, and quarterly) from each Environment (Design, Test and Production) and the overall System shall be restored to a backup test area to test the ability to restore data or system information as needed.
- 2.5.1.6 In the event of a backup or restore failure, Contractor shall promptly notify the PWB Project Manager, identify the cause of the failure, and take necessary steps to correct the problem. Contractor shall document backup and restore procedures using Adobe PDF/A, Microsoft 2003 Word, Excel, Project and/or Visio. Contractor shall promptly update Documentation after any changes to the procedures and provide the PWB Project Manager a copy of this Documentation not later than five (5) Business Days after any change. Contractor shall also document the successful or unsuccessful operation of the backup System, and results of the monthly tests. The Backup Report shall be provided to the PWB Project Manager on the first business day of the month.
- 2.5.2 Contractor shall provide a disaster recovery procedure. Contractor shall identify all files, registry settings and other Software settings that need to be backed up or copied to be able to recreate the Production Environment of the System on new Hardware. Contractor shall document procedures to make the backup or copy of the System, and to restore the working System on new Hardware. Contractor shall provide Documentation to the PWB Project Manager using Adobe PDF/A or Microsoft Word, Excel, Project and/or Visio format, within thirty (30) Days of the successful upgrade of the Production Environment. Contractor shall follow documented procedures to create disaster recovery backups of the Production Environment. Contractor shall update and document procedures as needed, and promptly provide the updated Documentation to the PWB Project Manager.
- 2.5.3 Contractor shall provide the following Deliverables:

Task 5	Implement System backup and design disaster recovery procedures
Deliverables	<ol style="list-style-type: none"> 1. Documented Backup and Restore Procedures (due 7 days from upgrade of Production Environment, updated 7 days from implementation of Design and Test Environments). 2. Backup and Testing Report (monthly). 3. ECM System is backed up. 4. System Backups are tested monthly. 5. Documented Disaster Recovery Procedures Disaster Recovery Backup Sets (due 30 days from successful upgrade of the Production Environment). 6. All reports and documents shall be provided to the PWB Project Manager in Adobe PDF/A or Microsoft 2003 Word, Excel, Project and/or Visio format. Monthly Reports are due on the first Business Day of the Month.
Dependencies	<p>PWB Provide information on current backup Systems, current infrastructure.</p> <p>BTS Provide information on current infrastructure</p> <p>Contractor Design and document Backup and Restore procedures, Disaster Recovery Plan, follow Backup and Disaster Recovery Backup procedures.</p>
Acceptance Criteria	<ol style="list-style-type: none"> 1. Documentation of Backup Procedures includes the information specified in the detailed task descriptions in Section 2.5, is in the format specified, and is submitted on time.

ORDINANCE EXHIBIT-A

2. Backup Procedures successfully running, Documentation is complete, and the ability to restore the System has been successfully demonstrated not later than seven (7) Calendar Days after the acceptance of each Environment (Design, Test and Production Environments).
 - 2.1 Changes to the Production Environment data are backed up every hour between 7:00 am and 5:00 pm Pacific Time, on weekdays.
 - 2.2 The Production, Design and Test Environments, and supporting systems that are subject to change are fully backed up, starting after 5:00 pm Pacific Time on Fridays.
 - 2.3 Changes to the Production, Design and Test Environments, and supporting systems that are subject to change, are backed up each evening, starting after 5:00 pm, Monday through Thursday.
 - 2.4 Servers that do not have significant changes or data are backed up once per quarter, or after any significant change.
3. Backup and Testing Report documents the success or failure of each backup required during the prior month. The Report also identifies which specific backup sets were chosen for restoration to a backup test area, and the success or failure of that restoration. If any failures are reported, corrective measures are identified, made and documented.
4. Backups of the ECM system are made, stored appropriately, and are able to be restored on demand.
5. Each month, one (1) random sample of each type of backup (Task 5 Acceptance Criteria 1.3 through 1.6 inclusively) for each Environment (Design, Test and Production) as well as System backups sets are successfully restored to a backup test area to ensure files and data are being backed up, and are able to be restored as needed.
6. Disaster Recovery.
 - 6.1 All files, registry settings and other Software settings that need to be backed up or copied to be able to recreate the Production Environment of the System on new Hardware are backed up in a form that allows restoration onto new Hardware in a different physical location.
 - 6.2 All necessary procedures are documented to make the backup or copy of the System, and to restore the working System on new Hardware.
 - 6.3 Documentation is provided to the PWB Project Manager using Adobe PDF/A, Microsoft 2003 Word, Excel, Project and/or Visio formats, within thirty (30) Days of the successful upgrade of the Production Environment.
 - 6.4 Documented procedures are followed to create disaster recovery backups of the Production Environment.

	<p>6.5 Documented procedures are promptly updated as needed, and provided to the PWB Project Manager not less than five (5) Business Days after any change.</p> <p>7. All reports are provided in Adobe PDF/A, Microsoft 2003 Word, Excel, Project and/or Visio formats and submitted on time.</p>
--	--

2.6 Task 6 - Provide Project Management and Other Support Services as Identified

- 2.6.1 Contractor shall provide basic project management. Contractor shall prepare project instructions including a work plan for performing the activities and producing the Deliverables. Contractor shall include internal processes, procedures, policies, and the work breakdown structure. Contractor shall prepare a schedule of work to be performed under this Contract, including all task and subtask Deliverables and milestones which are critical to the overall schedule. Ongoing routine tasks and subtasks shall not be included. The schedule shall link to and be a component of the overall project schedule, prepared using MS Project. Contractor shall update the schedule on a monthly basis.
- 2.6.2 Contractor shall establish project controls to monitor the budget status for each task and subtask, as well as the overall budget for Contractor. Contractor shall provide monthly updates including estimated cost to complete compared to remaining budget by task and subtask.
- 2.6.3 Contractor shall submit monthly payment requests, that include actual hours worked against each task, bill out rate, and total amount charged for each task and subtask and shall prepare a Monthly Progress Report that shall be submitted to the PWB Project Manager along with the monthly payment request. The report shall include a summary highlighting progress during the previous month and listing unresolved outstanding issues specific to Contractor's project delivery. The report shall also include an attachment of the project controls data prepared under this subtask. Additional requirements for the Monthly Status Report are set forth in Section 4.0 of this Statement of Work.
- 2.6.4 Contractor shall prepare and present succinct reports and recommendations.
- 2.6.5 Contractor shall communicate effectively with software vendors, BTS, and PWB staff.
- 2.6.6 Contractor shall transfer knowledge of FileNet P8 System administration to City personnel through mentoring, written Documentation, and training classes. PWB shall identify staff members who shall be trained to administer and operate the System. Contractor shall develop a training plan, and over the course of the Contract, train the staff members to administer, operate and maintain the System, using appropriate materials, mentoring, written Documentation, and structured training classes.
- 2.6.7 As appropriate, Contractor shall review previously presented material. Every three (3) months, Contractor shall prepare and present a Quarterly Training Plan Progress Report to the Project Manager on the progress of City Staff in mastering the material presented, and overall progress in completing the training plan. This report is due on the first Business Day in the months of January, April, July, and October.
- 2.6.8 Contractor shall provide the following Deliverables:

Task 6	Provide other support services as identified by the PWB's Project Manager
Deliverables	<ol style="list-style-type: none"> 1. Project Instructions, Work Plan, Work Breakdown structure. 2. Schedule of Work, MS Project based Project Schedule (Due fourteen (14) days after Contract Effective Date, updated monthly). 3. Project Budget remaining and estimated cost to complete, by task and sub task (due monthly). 4. Monthly Payment Requests. 5. Monthly Progress Report.

ORDINANCE EXHIBIT-A

185355

	<ol style="list-style-type: none"> 6. Training Plan for City Staff. 7. Quarterly Training Plan Progress Report. 8. All Reports or Requests shall be provided to the PWB Project Manager on the first Business day of the Month or Quarter, as appropriate.) All Reports or Requests shall be provided in Microsoft 2003 Word, Excel, Project, and/or Visio, or Adobe PDF/A format.
<p>Dependencies</p>	<p>PWB Provide staff to coordinate resources.</p> <p>BTS Provide staff to determine BTS staff task durations, allocate staff time to meet requirements.</p> <p>Contractor Monitor and Report on Project progress and budget expenditures.</p>
<p>Acceptance Criteria</p>	<ol style="list-style-type: none"> 1.1 Project Instructions includes the work plan for performing the activities and producing the Deliverables. The Project Instructions include internal processes, procedures, policies, and the work breakdown structure. 1.2 Schedule of Work includes all task and subtask Deliverables and milestones which are critical to the overall schedule to be performed under this Contract, The Schedule of Work does not include ongoing routine tasks and subtasks. 1.3 Schedule of Work links to and is a component of the overall project schedule, prepared using MS Project. 2. The schedule is updated on a monthly basis. 3. Project Budget is updated monthly and shows the estimated cost for Contractor to complete their work, compared to remaining budget by task and subtask. 4. Monthly payment requests are made, that include actual hours worked against each task, bill out rate, and total amount charged for each task and subtask. 5. Monthly Progress Report contains a summary highlighting progress during the previous month and listing unresolved outstanding issues specific to Contractor's project delivery. The report also includes an attachment of the project controls data prepared under this subtask. 6. Knowledge of FileNet P8 System administration is transferred to City personnel through mentoring, written Documentation, and training classes. Training plan is developed, and over the course of the Contract, used to train the staff members to administer, operate and maintain the System as set up by Contractor, using appropriate materials, mentoring, written Documentation, and structured training classes. 7. Quarterly Training Plan Progress Report documents the progress of transferring knowledge of administering System, as implemented by Contractor, to City Staff, and their ability to master the material presented, and overall progress in completing the training plan.

2.7 Task 7 –Migrate Image Services to P8

2.7.1 Contractor shall review current ImageServices data feeds. Contractor shall review and analyze the current processes used to add images and data to the Image Services Software Module in the System, including PWB’s Unisys and KOFAX systems. Contractor shall determine the feasibility of retiring the imaging services system, and redirecting the data feeds from PWB’s Unisys and KOFAX systems directly into the P8 data store. Contractor shall prepare an Image Services Replacement Report within 30 days of successful upgrade of the Production Environment, detailing the feasibility and cost of migrating the contents of Image Services to P8, and redirecting the data feeds from Unisys and KOFAX to P8. PWB shall review Contractor’s Image Services Migration Report and decide if the Image Services and related data feeds are to be migrated to P8 or not.

2.7.2 Contractor shall develop an Image Services Migration Plan (“Migration Plan”) to document how Contractor will stage and install Hardware (if any); install and test Software and Software changes, including database Software, and external systems Unisys and KOFAX; and minimize impact to current Users of the Production Environment during System Business Hours. Contractor shall submit the Migration Plan for PWB approval, and deliver the Migration Plan to the PWB Project Manager within thirty (30) Calendar Days of PWB’s approval of the Image Services Migration Report. PWB shall review the Migration Plan, and either approve the Migration Plan, or return the Migration Plan within ten (10) Business Days with comments. If the Migration Plan is not approved by PWB, Contractor shall revise the Migration Plan to address PWB’s comments, and resubmit the Migration Plan to PWB for approval within ten (10) Business Days if necessary. The City shall indicate its approval of the Migration Plan in writing.

2.7.3 Contractor shall extract documents from existing FileNet Panagon Image Services repository and staging the documents for the FileNet P8 import process. MS Office Docs, PDF, and Text documents shall be extracted in their native format. TIFF documents (each page a file) in FileNet IS shall be extracted and combined into either multi-page TIFF files or graphical PDF files. Other options are available and shall be determined during the Migration Analysis. Once the determination has been made the PWB’s Project Manager shall provide approval to proceed. For the Extraction process, PWB shall provide the current FileNet IS MASR surfaces and FileNet IS DocTabA database table. These MSAR surfaces shall be converted in the Contractor’s Conversion Center, as to not impact PWB’s production FileNet IS system. Extracted documents shall be staged on PWB’s network for bulk importing into the new FileNet P8 system. The final MSAR surface shall be converted during a "Delta Run", just prior to the "GoLive" date. The Contractor shall provide reporting for the auditing of the extracted images and metadata to the PWB Project Manager.

2.7.4 Contractor shall migrate data from the Image Services Software module and redirect data feeds. Upon PWB approval, Contractor shall follow the Image Services Migration Plan and migrate the data residing in the Image Services module to P8, and modify the data feeds from PWB’s Unisys and KOFAX systems to have them feed the P8 data store directly. The migration of the Image Services data to P8, and the modification of data feeds from PWB’s Unisys and KOFAX systems shall be completed within 60 days of PWB approval of the Migration Plan. Contractor shall decommission the Image Services module and any unneeded Hardware or Software associated with the Image Services module. BTS shall dispose of unneeded Hardware.

2.7.5 Contractor shall provide the following Deliverables:

Task 7	Replace Image Services (new task)
Deliverables	<ol style="list-style-type: none"> 1. Image Services Replacement Report (due 30 Calendar Days from successful upgrade of Production Environment). 2. Approved Image Services Migration Plan (due 30 Calendar Days from Approval of Replacement Report). 3. Images from Image Services federated with P8 Data Store (due 60 Calendar Days from Approval of Migration Plan). 4. Image Services module decommissioned.

ORDINANCE EXHIBIT-A

185355

	<p>5. Unneeded Hardware disposed.</p> <p>6. All Reports shall be in Adobe PDF/A or Microsoft 2003 Word, Excel, Project and/or Visio format.</p>
<p>Dependencies</p>	<p>PWB PWB reviews Image Services Migration Report and Migration Plan.</p> <p>BTS Install Hardware, standard Software. Disposal of unused components.</p> <p>Contractor Migrates existing images to P8 data store. Reconfigures PWB's Unisys and KOFAX data feeds. Decommissions unneeded Software and Hardware.</p>
<p>Acceptance Criteria</p>	<ol style="list-style-type: none"> 1. All Reports and Plans include the information specified in the detailed task descriptions in Section 2.8 and are in the format specified and submitted on time. 2. Migrated data from the Image Services module is accessible from System. 3. Data feeds from Unisys and KOFAX are redirected to new location; System is correctly updated with new data from Unisys and KOFAX. 4. Image Services and any unneeded Hardware or Software associated with the Image Services is decommissioned.

2.8 Task 8: Additional Work Tasks as Requested including Development of Applications, Identification of Business Processes and Improvements, and Support of City Software Development

Contractor shall be required to perform the tasks identified in this Section 2.8 only as directed by the PWB Project Manager in writing via a Task Order.

2.8.1 Task 8.1 Additional Work Tasks

- 2.8.1.1 In the course of this Project, the PWB may require additional technical Services not currently described or known at this time relating to the current tasks identified under this Contract. These work tasks shall be assigned to Contractor as project needs are identified under this Contract. The scope of work, schedule, Deliverable and compensation for each work task shall be established in writing via a Task Order prior to commencement of the work. Any changes that occur under these additional Task Orders must be agreed to by the both parties in writing as an amendment to the Task Order. Task Orders require each Party's approval in writing to proceed. PWB's approving authority is the Chief Engineer or his/her designee.
- 2.8.1.2 The PWB Project Manager shall provide the general scope of work for each Task Order. Contractor shall develop and negotiate the specific scope of work, budget and schedule in writing. If accepted, a Task Order shall be completed and be signed by each Party. Work to be performed may proceed once all Parties have signed the Task Order.
- 2.8.1.3 Services required by the PWB shall be authorized via Task Orders issued by the PWB's Contract Administration Branch (CAB). The PWB Project Manager shall work directly with Contractor for the duration of the Task Order unless otherwise noted in the Task Order. All expenditures shall be submitted to PWB's Finance Department. All work progress reports shall be submitted to the PWB Project Manager.

ORDINANCE EXHIBIT-A

185355

2.8.1.4 Additional work outside the original scope of this Contract shall require an Amendment to the Contract.

2.8.2 Task 8.2 Developments of Applications, Identification of Business Processes and Improvements, and Support of City Software Development

2.8.2.1 Contractor shall assist with the development of business process management applications, and document management applications using IBM FileNet P8. PWB Staff shall develop business process management applications. Contractor shall provide technical assistance to PWB staff as needed to develop these applications.

2.8.2.2 Contractor shall design, build, and support application development using IBM FileNet P8. Contractor shall work with PWB staff to identify applications that could be effectively implemented using the ECM System and work with PWB to establish the application requirements. Contractor shall then design and build the applications and provide ongoing support for the applications built by Contractor.

2.8.2.3 Contractor shall provide the following Deliverables:

Task 8.2	Develop applications, identify business processes and improvements, and support City Software development
Deliverables	<ol style="list-style-type: none"> 1. Technical Assistance as needed for PWB-developed business process management applications. 2. Assist PWB to identify potential applications using ECM. 3. Assist PWB to identify application requirements. 4. Applications are developed.
Dependencies	<p>PWB Identify applications to be built, requirements for applications.</p> <p>Contractor Design and Build Applications.</p>
Acceptance Criteria	<ol style="list-style-type: none"> 1. Contractor provides sufficient Technical Assistance to allow PWB developers to create and implement business process management routines. 2. Potential applications that could be effectively developed and use the ECM System are identified. 3. Application requirements are understood and documented. 4. Developed applications meet design specifications as demonstrated during performance tests.

3.0 Work to be performed by the City of Portland

3.0.1 PWB has assigned a Project Manager to oversee Contractor's work and provide support as needed. Specific duties PWB shall perform include:

3.0.1.1 PWB shall purchase and make available Hardware and Software as specified in the Approved Hardware and Software Specification Reports.

3.0.1.2 BTS shall install Hardware and basic Operating System Software and operating environments to their standards.

3.0.1.3 All PWB Records stored by the System with a five (5) year or longer retention schedule shall be transferred to the City's Records Management System (HP TRIM software) by PWB staff. A

ORDINANCE EXHIBIT-A

convenience copy of the transferred record shall remain in the System. Contractor shall provide technical assistance as needed to facilitate and automate this transfer.

3.0.1.4 PWB staff shall provide training materials to System Users prior to cut-over, and shall provide support during initial Use of the upgraded System

3.1 Deliverables and Schedule

3.1.1 Deliverables shall be considered those tangible items resulting from work products that are to be delivered to the PWB such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Contractor is encouraged to provide any Deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>

All Deliverables and resulting work products from this Contract shall become the property of the City of Portland. As such, Contractor and any Subcontractors grant the City the right to copy and distribute (in any and all media and formats) project Deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

3.1.2 Contractor shall follow the project schedule attached as Schedule A. Request for changes to the schedule by Contractor must be approved in writing and must be followed by an Amendment to this Contract.

4.0 Monthly Status Reports

Contractor shall summarize activities under this Contract in written Monthly Status Reports submitted to the PWB Project Manager as set forth in Task 7. The Monthly Status Reports are due on the first day of the month and shall include summaries of all activities and Deliverables completed in the prior month. The Monthly Status Report shall include a list of any delayed or over budget items, a description of the problem, schedule and budget impact, and a method of resolution. The item shall be carried over onto subsequent Monthly Status Reports until the problem is resolved.

The monthly Status Reports shall be submitted to the PWB's Project Manager in hard copy format and in an electronic format accessible to the City. A Sample Monthly Status Report is included as Attachment A1 to this Contract.

5.0 Contractor Personnel

Contractor shall assign the following named personnel to do the work in the capacities designated, including any Subcontractor personnel.

NAME	ROLE ON PROJECT
Paul Samulowitz	Project Principal & Account Manager
Steve Hendrick	Project Manager
Ron White	FileNet & Database Expert
Neal Upton	Networking, Infrastructure & Security Expert
Jeff Peters	Microsoft Expert
Scott Beeler	FileNet Administration, Scanning/Capture Expertise, Kofax Expert, Database Expert
Donna Ballenger	Contracting, insurance certificate and billing activities.

6.0 Subcontractors

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

NAME	ROLE ON PROJECT
NONE	None

ORDINANCE EXHIBIT-A

185355

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by Contractor in its Proposal. For contracts valued \$100,000 or more and where subcontractors or subconsultants are utilized, Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this Contract. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

7.0 Acceptance Criteria and Acceptance Test Plans

Acceptance Testing procedures are addressed in Section 34 of the Contract. Acceptance Criteria for Deliverables and Acceptance Test Plans shall be reviewed jointly by the PWB's Project Manager and technical experts from the City's Bureau of Technology Services. When agreed, the Acceptance Criteria and Test Plan shall be incorporated into this Statement of Work via an approved Amendment signed by the City's Chief Procurement Officer. A sample Acceptance Certificate is incorporated in this Contract as *Exhibit C*.

8.0 COMPENSATION

8.1 Prices and rates are as set forth in Exhibit B, Contractor's Proposal. **The cost submitted in Contractor's proposal must remain constant for the duration of the contract.**

8.2 Funding and Limits.

8.2.1 Contractor understands and agrees that PWB's payment of amounts under this Contract is contingent on PWB receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow PWB, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

8.2.2 Contractor's expenditures for Tasks 1 through 6 shall not exceed \$226,000. In addition, Contractor shall perform Task 7 and Task 8 relating to this project on a task-by-task basis which shall not exceed \$249,000. The maximum compensation under this Contract shall not exceed \$475,000.

8.2.3 Unless authorized by a written Amendment to the Contract no additions or changes shall be made to this Contract. The hourly rates shall be as indicated in the attached budget detail, Exhibit B. **The costs submitted in Contractor's proposal must remain constant for the duration of this Contract.**

8.3 The City's policies for reimbursement of travel expenses are set forth in Section 37 of this Contract.

8.4 Payments

8.4.1 On or before the 15th of each month, Contractor shall submit to the Water Bureau's Accounts Payable an invoice for work performed by Contractor during the preceding month. The invoice shall contain the City's Contract Number, Service item number, and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, tasks performed, and the percentage of work successfully completed for the task. Rates shall be per Contractor's submitted proposal rates. Any new staff positions added to Contractor shall require written notification by Contractor and include the hourly rate, name of staff member, and their resume. Once the PWB's Project Manager has approved Contractor's new staff member and rate an Amendment to this Contract shall be executed.

8.4.2 Final payment for a Deliverable with Acceptance Criteria or Acceptance Test requirements shall not be made until an Acceptance Certificate has been issued by the City.

8.4.3 Contractor shall also attach photocopies of claimed reimbursable expenses. Contractor shall also attach photocopies of claimed reimbursable expenses. The City's Project Manager shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under

ORDINANCE EXHIBIT-A

185355

the contract. The billing from Contractor must clearly roll up labor and reimbursable costs for Contractor and subconsultants – matching the subconsultant invoices.

8.4.4 Invoices shall be e-mailed to: **wbaps@portlandoregon.gov**. (This is the preferred method) or sent to:

City of Portland Water Bureau
Attn: Accounts Payable
1120 SW 5th Avenue, Room 609
Portland, OR 97204

8.4.5 Payment for amounts not in dispute shall be issued by the City net thirty (30) days from receipt and acceptance of a proper invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the responsible official to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to Contractor. The City shall pay all amounts to which no dispute exists within thirty (30) days of receipt of the invoice. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

Contractor shall make full payment to its subcontractors within ten (10) Business Days following receipt of any payment made by the Bureau to Contractor.

The remainder of this page intentionally left blank.

ORDINANCE EXHIBIT-A

185355

ATTACHMENT A-1 TO EXHIBIT A STATEMENT OF WORK SAMPLE STATUS REPORT

Contract Number: 30002502
PTE Services in Support of IBM FileNet/P8
Enterprise Content Management System

Date: Month/Day/Year
To: Project Manager, Portland Water Bureau
From: Project Manager, Contractor
Subject: PWB Enterprise Content Management System, Contract No. 30002502, Status Report for December, 2011

During the month of *Month, Year*, the following work was accomplished:

Task 1:

- A) Meetings were held with PWB staff to gather additional information about how Work Flows 2 & 5 are related and interact; additional analysis revealed that both work flows actually follow the same processes, only use different nomenclature.
- B) Interface between sub-systems A & B was created, and in the process of being debugged.
- C) No significant work performed this month.

Task 2:

Task 3:

ORDINANCE EXHIBIT-A

185355

SAMPLE STATUS REPORT Enterprise Content Management Project SCOPE, SCHEDULE, & BUDGET

Date: Month, date, year

Overall Contract

- Contractor is in compliance per the Contract with Scope, Schedule, and Budget
- Scope, Schedule, and/or Budget AT RISK
- Contractor is non-compliant on Scope, Schedule and/or Budget

{Overall Variance Discussion (if any)}

Task 1 – Review and Recommendation of Current Systems

- Contractor is in compliance per the Contract with Scope, Schedule, and Budget
- Scope, Schedule, and/or Budget AT RISK
- Contractor is non-compliant on Scope, Schedule and/or Budget

Overall Progress for Task 1 as of *Month/Day/Year*:

Task	Original Budget (R – Revised)	% of Budget Expended	% of Work Completed	Anticipated Completed Cost as % of Budget	Anticipated Completed Cost	Anticipated Completion Date	Original Due Date (R – Revised)
Task 1 Overall							
Task 2.1.1							
Task 2.1.2							
Task 2.1.3							
Task 2.1.4							
Task 2.1.5							
Task 2.1.6							

EXAMPLE: Outstanding Delayed or Over Budget Items:

- Task 1 A: Additional Analysis of Work Flows 2 & 4, request for reallocation of budget.
Outcome/Resolution: Resolved, {describe how this was resolved and note last time to appear on this list of outstanding delays}.
- Task 1 B: Interface between Sub-system A and B, delay 13 days, impact to schedule.
Outcome/Resolution: Additional staff allocated no impact to scope or budget.
- Task 1 C: Sub-system A & B Integration, delay 10 days, impact to schedule.
Outcome/Resolution: No additional resources allocated (describe how you resolved issue).

EXAMPLE: Scope, Schedule, Budget Variance Discussion:

Task 1A was completed on time, due to additional analysis required to understand the relationships and interactions between Work Flows 2 and 4 the contractor recommends a reduction of work Tasks 1E and 1F; hence we anticipate no net impact to Task 1 total budget due to this variance. Those reductions include xxxxx. These reductions will not impact project performance or overall outcome of the project because xxxxx.

Task 1B anticipated to be completed 13 days late due to the difficulty we experienced in interfacing sub-system A with sub-system B. Significant work on this sub-task remains to be completed, and at this point it is unclear what the impact will be to the overall task. Contractor has allocated 3 additional staff to provide sufficient resources to ensure the project will return to schedule by *Month/Day/Year* with the on-time delivery of Task 1D work products. I will send a report of the anticipated impact to the Task project by *Month/Day/Year*, when the next significant internal milestone is completed.

Task 1C is anticipated to be completed 10 days late, due to Task 1B completing late. Task 1 will get back on schedule with the *month/day/year* Deliverable.

Overall, Task 1: {Contractor would provide overall comments and any requests}

(Contractor Project Manager Name)
(Contractor Project Manager Title)

(Signature)

Date: ___/___/YEAR

ORDINANCE EXHIBIT-A

185355

EXHIBIT B BUDGET DETAIL

Portland Water Bureau
PTE Services in Support of IBM FileNet/P8
Enterprise Content Management System Contract

Electronic copy of budget detail saved separately.

ORDINANCE EXHIBIT-A
EXHIBIT C
SAMPLE CERTIFICATE OF ACCEPTANCE

185355

Portland Water Bureau
PTE Services in Support of IBM FileNet/P8
Enterprise Content Management System Contract

Date: Month/Day/Year
To: Project Manager, PWB
From: Project Manager, Contractor
Subject: Certificate of Acceptance

In accordance with the terms and conditions specified in Contract No. _____, the following Deliverables are submitted for your approval and acceptance:

**Task 1 Review current System and recommend appropriate
Hardware and Software Upgrades**

PWB Project
Manager Initials

Current Inventory Report (attached)

Circle one: Approved Rejected

Reason(s) or other notes:

Hardware Specification Report (attached)

Circle one: Approved Rejected

Reason(s) or other notes:

(PWB Project Manger Name)
PWB Project Manger Title

(Signature)

Date: ___/___/Year

(Contractor Project Manager Name)
Contractor Project Manager Title

(Signature)

Date: ___/___/Year