

CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL OR EXPERT SERVICES

CONTRACT NO. 30002849

PSSRP Quality Assurance Services

This contract is between the City of Portland ("City," or "Bureau") and CASE Associates, Inc., hereafter called Contractor. The City's Project Manager for this Contract will be the PSSRP Project Office Manager. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

Effective Date and Duration

This Contract shall become effective on September 15, 2012. The Contract end date shall correspond to the PSSRP project end dates which are currently anticipated to be September 14, 2015. The Parties may agree, by mutual consent, to extend this Contract for an additional two (2) year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed five (5) years.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$388,080 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

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CONTRACTOR DATA AND CERTIFICATION

Name (please print): CASE Associates, Inc.
Address: 2050 Beaver Creek Road, Ste 101-225
Oregon City, OR 97045

Employer Identification Number (EIN) 930998356

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business License # 431505

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
 Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to Contract approval.

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TERMS AND CONDITIONS

1. Standard of Care: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

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 corrected.

3. Order of Precedence

This Contract consists of these Terms and Conditions, and the Statement of Work and Payment Schedule. In the event of any apparent or alleged conflict the conflict will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule. c) Any exhibits attached to the Contract. d) The City's solicitation

document from which this Contract resulted. These provisions supersede and take precedence over any exhibits attached to the Contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

(a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.

(b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.

(c) If the Contractor justifiably terminates the Contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.

(d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).

(e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. Assignment

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

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this Contract.

9. Insurance

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

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

(b) Commercial 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau X

Waiver by Bureau

(c) 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:

Required by Bureau X

Waived by Bureau

(d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by negligent acts, errors or omissions related to the professional services to be

provided under this Contract. If insurance coverage is provided on a "claims made" basis, the Contractor shall acquire a "tail" coverage or continue the same coverage for three years after completion of the Contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, Contractor shall notify City immediately.

Required by Bureau X

Waived by Bureau

(e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 10 days written notice from the Contractor or its insurer(s) to the City.

(f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Ownership of Work Product

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

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to Contract execution.

13. 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.

14. 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.

15. 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.

16. Errors

The Contractor shall promptly perform such additional services as may be necessary to correct errors in the services required by this Contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this Contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original Contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

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

20. Prohibited Conduct

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the Contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this Contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 23. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

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

24. Electronic Signatures

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

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: / Applicable / / Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Contractor's Personnel: / Applicable / / Not Applicable

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

30. Third Party Beneficiaries

There are no third party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

1. SCOPE OF WORK: The Contractor has demonstrated experience in providing Quality Assurance Services for large, critical public safety communication and application projects. The Contractor shall provide Quality Assurance Services for the City's large, critical public safety communication and application projects, and proposes to engage the Contractor for the following services:

- A. Provide collaborative QA evaluation and consultation for the PSSRP projects. Current projects are identified in Exhibit C of this Contract.
- B. Discuss findings with the respective Project Manager(s), Program Office Manager (POM), the Chief Administrative Officer (CAO) and other City administrators and elected officials as part of the PSSRP Executive Steering Committee.
- C. Upon request, the Contractor may be asked to review and comment regarding any competitive solicitation in order to identify where quality, timeliness or costs may positively or negatively impact the City's project(s). The Contractor will defer to City staff regarding legal or procurement issues.

2. TECHNICAL REQUIREMENTS: The Contractor shall perform the tasks listed below for this Project, and shall be expected to work closely with the Project Manager and other designated City personnel to accomplish these goals for each of the PSSRP projects:

- A. Provide collaborative QA consultation with the PSSRP Program Office Manager (POM), and each project manager (PM) to clarify observations and explain recommendations for improvement;
- B. Review each project's scope, planning, approach, testing, documentation, risks, progress and all other aspects and activities of City and partner agency staff, Contractors and vendor resources as the City proceeds with the preparation, acquisition and implementation;
- C. Review each project's business process review and change management activities;
- D. Review the software and hardware acquisition and implementation project activities and progress;
- E. Review project control measures that are in place to maintain the project's timeline and budget;
- F. Evaluate project phase completions and success;
- G. Evaluate overall project progression and identification of any situation which requires attention and/or revision of plans in order to meet overall project goals;
- H. Review quality standards for project deliverables only as defined in the Quality Assurance Plan; and
- I. Identify issues that may hinder the successful completion of each project and collaborate on mitigation efforts required to resolve them.

Although QA Services must offer an independent opinion about each project's status and potential for success, the focus of QA reviews must also emphasize identification of issues and concerns the project team is not aware of rather than only a restatement of issues already identified and being addressed.

The City recognizes that there may be different approaches to QA Services, but the basic questions to be answered periodically throughout each project include:

- A. Is the project on schedule and if not is the schedule still reasonable?
- B. Are Contractors and the vendor(s) performing in a manner consistent with the contract(s)?
- C. Is the system likely to perform as specified?
- D. Are system proposed business practices able to comply with policies and mandated regulations?

- E. If scope is changed, has appropriate change control documentation, approval and coordination occurred?
- F. Has the project team and system Contractor developed and implemented an adequate training plan?
- G. Are the change-readiness criteria likely to be satisfied within the end-user group(s)?
- H. Has there been an adequate level of user acceptance testing and sign off?
- I. Have the system components been sufficiently tested (system integration testing) for performance and are they ready to go live?
- J. Has satisfaction of system and project requirements been documented and verified?
- K. Is the specific project on target to remain within its approved budget?
- L. Are project "go live" plans, sufficient to ensure a successful system cut-over?

Contractor shall summarize activities under this Contract in written monthly status reports submitted to the POM. The status reports are due on the fifth day of the month and shall include summaries of all activities and deliverables completed in the prior month. The report shall include a list of any delayed items, a description of the problem, any schedule impact, and a method of resolution. The item shall be carried over onto subsequent reports until the problem is resolved.

3. WORK PERFORMED BY CITY: The City has assigned the PSSRP POM to oversee the successful Proposer's work, provide direction and support as needed. Specific duties the City will perform include:

- A. Provide access for the Contractor to staff, internal status reports, process documentation and other project documentation with the exception of security sensitive and/or confidential documentation that has no bearing upon the Contractor's ability to fulfill their contractual obligations.
- B. Provide any actions, processes and procedures relating to City Council, Procurement and contractual documents, actions, processes and procedures.
- C. Respond in the following manner to Quality Assurance Consultant reports:
 - 1) Develop a documented response to each of the QA Consultant's finding(s).
 - 2) The agency's response shall include actions the project will take regarding each QA finding, or if the agency elects to take no action, the agency must state so in the response.
 - 3) Make the response available to the QA Consultant and the project stakeholders.
 - 4) Provide its response to the QA Consultant's finding(s) in sufficient time to be included in the next scheduled Quality Assurance report and for Phase Readiness Assessments.

The City will provide the Contractor with meeting facilities or teleconference connections for interviews and other meetings as agreed upon in advance.

4. DELIVERABLES AND SCHEDULE: Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The 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>.

The deliverables and schedule for each PSSRP project included as part of this Contract shall include:

- A. Quality Assurance Plan: Overall approach and detail work plan for QA for the specific PSSRP project – Delivered within 1 month after QA Contract start, and updated after the first quarter, following collaboration and agreement with the POM, if needed to address any needed refinements;
- B. Baseline QA Evaluation Report: Independent observations (positive or negative) based on the current status of each PSSRP project and recommendations for avoiding and/or responding to any identified problems with the project's successful completion – Delivered within 1 month after commencement of the QA Contract.
- C. Periodic QA Evaluation Reports: Independent observations (positive or negative) about PSSRP projects and recommendations for avoiding and/or responding to any future negative impacts – Delivered monthly, as defined in the PSSRP project's QA Plan.

D. Milestone Completion Review Report: Independent evaluation of project's readiness to proceed to the next milestone(s). Delivered for two major milestones per project, within 1 week after milestone completion, unless defined otherwise in the PSSRP project's QA Plan.

E. Project Completion Report and Briefing: At the end of the project, the Contractor will provide a final report that will include an assessment as to whether the total project goals and objectives were met, identify lessons learned (not addressed in previous reports) and summarize lessons learned from the total project. The report will also include:

- 1) Status and adequacy of the project management process.
- 2) Status and condition of the delivered system.
- 3) Comparison of the project outcomes with project goals.
- 4) Outstanding change requests and suggestions for further development work.
- 5) Outstanding project issues and risks plus recommended solutions.

F. Monthly QA Status Report: The Contractor's activities under this Contract shall be summarized in written status reports submitted to the PSSRP POM. The status reports are due on the 5th day of the month and shall include summaries of all activities and deliverables completed in the prior month. The report shall include a list of any delayed items, a description of the problem, schedule impact, and a recommended method of resolution. The item shall be carried over onto subsequent reports until the problem is resolved.

G. Monthly Subcontractor Payment and Utilization Report: delivered by the 15th of each month with invoice (reference Part II, Section C.5 of the RFP).

H. Monthly ESC Meetings: The lead Contractor or his designee shall attend the City's ESC meetings to provide an overview of the QA report and findings. Only at the City's discretion, the Contractor may attend via conference call or web connection.

I. Optional: Work Product Reviews: schedule to be mutually agreed upon by the contractual Parties and provided before delivery of the final work product.

- 1) Radio project – 3 work products
 - i. Pre-release RFP and contract
 - ii. Successful vendor's detail project plan/schedule (pre-acceptance)
- 2) RegJIN project – 2 work products
 - i. Functional Acceptance Testing results
 - ii. Assessment of the Cutover readiness plan
- 3) FIS project – 3 work products
 - i. Product Implementation Plan plus the Quality Management Plan – detail review
 - ii. Detail test plan for pilot application replatform – completeness review

Deliverables B, C, and D above shall initially be delivered to the City in draft form. The Contractor shall arrange a time to discuss the deliverable with the POM and each project manager to collaboratively determine the resolution to identified problems. A final deliverable, which may or may not include the issues raised by the project managers, will then be prepared by the Contractor.

All deliverables and resulting work products from this Contract shall become the property of the City of Portland. As such, the 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.

CONTRACTOR PERSONNEL: The Contractor shall not substitute members of the Contractor's team or subcontracting team working with the City without notification to, and written permission from, the Chief Procurement Officer. The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
David Sharon, CEO and Principal	Engagement Manager and Expert QA Consultant
Clifford Smith, PMP	Project Lead and Expert QA Consultant
Richard Sperry, PMP	Expert QA Consultant
Jamie Hanson, QA Analyst - CAI	QA Analyst and Project Support

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

NAME	ROLE ON PROJECT
Beverly N. Hempleman	QA Analyst
Peter Van Den Berg	Expert QA Consultant - Radio
Alex Chompff, PMP	Expert QA Consultant

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

5. **PAYMENT TERMS:** Net 30 Days

6. **COMPENSATION:** The maximum that the Contractor can be paid on this Contract is \$ 388,080 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, if any. Nothing in this Contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid the Contractor may be less than the maximum amount identified above.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. Monthly interim /progress payments shall be made to the Contractor for its work pursuant to the Contract as provided in Section 10, INVOICING, Progress Payment below. The City agrees to pay Contractor for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work. While the potential for a change in the scope of work exists, a contractual change order(s) will only be executed based upon mutual agreement of both parties and is subject to Section 18 herein. (reference page 3 of25).

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

Hourly Rates: The billing rates shall not exceed those set forth below:

QA Manager and Expert QA Consultants	\$140.00/hr
QA Analyst and Project Support	\$110.00/hr

The overall project is broken down as follows:

Public Safety Radio Replacement – start September 2012 – end June 2015 = 33 months

	Effort/Deliverable	# of Deliverables	Total Effort in hours	
QA Plan	40	1	40	
Quarterly QA Plan Updates	2	10	20	
Baseline QA Eval	64	1	64	
Period QA Eval	24	29	696	
Milestone Completion	40	4	160	
Monthly QA Status	4	33	132	
Monthly sub payment	0	0	0	
TOTAL				1112 @ \$140/hr = \$155,680

Regional Justice Info. Network – start September 2012 – end October 2014 = 26 months

	Effort/Deliverable	# of Deliverables	Total Effort in hours	
QA Plan	32	1	32	
Quarterly QA Plan Updates	2	7	14	
Baseline QA Eval	48	1	48	
Period QA Eval	24	23	552	
Milestone Completion	32	2	64	
Monthly QA Status	4	25	100	
Monthly sub payment	0	0	0	
TOTAL				810 @ \$140/hr = \$113,400

Fire Info. Systems Re-Platform – start September 2012 – end June 2014 = 22 months

Effort/Deliverable	# of Deliverables	Total Effort in hours	
QA Plan	24	1	24
Quarterly QA Plan Update	2	5	10
Baseline QA Eval	40	1	40
Period QA Eval	24	19	456
Milestone Completion	32	2	64
Monthly QA Status	4	21	84
Monthly sub payment	0	0	0
TOTAL			678 @ \$140/hr = \$ 94,920

ALL TOTAL PROJECTS (does not include optional work product reviews) 2,600 hours @ \$140/ hr = **\$364,000**

Optional work product reviews – Estimated @ 20 hours/review for 5 reviews \$ 14,000
 And @ 24 hours/review for 3 reviews \$ 10,080
Total Optional work product reviews = \$ 24,080

Standard Reimbursable Cost: The following costs will be reimbursed without mark-up:

Photocopying / Reproduction Costs. While most of the documents and reports submitted by the Contractor will adhere to the City's sustainability requirements and be transmitted electronically, there may be occasions when photocopying and/or reproduction will be required. Reproduction of required drawings, reports, specifications, in excess of the number required as part of the Contract excluding the cost of reproduction for Contractor's or subcontractor's own use.

See also Section 9, TRAVEL.

Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor.

7. **Adjustment of Labor Rates Due to Inflation:** Annual adjustment of hourly rates will be considered upon written request from the Contractor. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the Contract;
- No more than one increase shall be granted per Contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

8. **INVOICING:** Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the contractual services to the City in paper or pdf form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice services are received and satisfactory performance of Contractor has been attained. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland
 Attn: PSSRP Program Office Manager
 1900 SW 4TH Avenue, Ste 3600
 Portland, OR 97201

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the POM an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract 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, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, 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.

The Contractor shall make full payment to its subcontractors within ten (10) business days following receipt of any payment made by the City to Contractor.

9. PUBLIC SAFETY: Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it. Additionally, confidential public safety and criminal justice data will not be released to a Contractor without passing a thorough background investigation.

Given the depth of the PSSRP projects, the Contractor will be required to sign the City's Non-Disclosure Agreement as found attached hereto as Exhibit B.

10. TRAVEL: Contractor may be reimbursed, only upon advance written approval by the POM if the PSSRP has requested the Contractor to travel to a location outside a 100 mile radius of the City of Portland. The reimbursement will be for certain expenses incurred in connection with personnel assigned to provide services for the City. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate, and required by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

Task/Change Order. Reimbursement will be made based on the following guidelines:

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. Should the POM approve air travel, the 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 (the POM) 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.

Out-of-Town Travel. Any Out-of-Town Travel (transportation, lodging and per diem), for the Contractor as requested by PSSRP to a location outside a 100 mile radius of the City of Portland may be reimbursed. Any travel must comply with all the requirements set forth in this section and must be for official City business only; personal expenses shall not be authorized at any time. The Contractor and any subcontractors shall fly "coach class," unless the Contractor personally pays the difference; all air travel shall be for work within the course and scope of his/her duties under this Contract

Rental Vehicles/Surface Transportation: No vehicle expenses shall be reimbursed under this Contract except under the conditions noted at the beginning of this section. Should the POM authorize such reimbursements, the Contractor and any subcontractors 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.

Lodging: No lodging expenses shall be reimbursed under this Contract except under the conditions noted herein. Should the POM authorize such reimbursements due to Contractor travel requested by PSSRP, the 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=O>

Meal and Incidental Expenses (M&IE): No meal and incidental expenses shall be reimbursed under this Contract except under the conditions noted at the beginning of this section. Should the POM authorize such reimbursements, 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=O>

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, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.

EXHIBIT A

CITY OF PORTLAND
PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the use of subcontractors on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal (RFP) requires submission by the Proposer of the First Tier Subcontractor Disclosure Form. When the contract amount of a first-tier subcontractor furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subcontractors:

- 1) The subcontractor's contact information and Employer Identification Number (EIN or FED ID#)
- 2) State of Oregon M/W/ESB designation
(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>)
- 3) The proposed scope or category of work that the subcontractor will be performing
- 4) The amount of the subcontractor's contract
- 5) Report all amounts in United States Dollars (USD)

If the Proposer will not be using any subcontractors that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on the accompanying form.

ATTACHMENTS: Form 1: City of Portland PTE First Tier Subcontractor Disclosure Form

CITY OF PORTLAND

PTE FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

(FORM 1)

This Request for Proposal requires submission by the Proposer of the First Tier Subcontractor Disclosure Form. When the contract amount of a first tier subcontractor furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that subcontractor.

Proposer Name: CASE Associates Inc Proposer's Total Cost: \$388,080

RFP Number: 114364 Project Name: PSSRP QA Services

SUBCONTRACTOR INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Legal Name: Peter van den Berg Email: pg.vandenberg@comcast.net Phone #: (503) 641-5349 Fax#: none FED ID OR EIN # (No SS#): NA	no	Quality Assurance consulting services for the Radio Replacement Project	\$ to be determined by the Quality Management Plan
Firm Legal Name: Alex Chomppf Consulting Email: alex@chomppfconsulting.com Phone #: (916) 572-7238 Fax#: none FED ID OR EIN # (No SS#): NA	no	Quality Assurance consulting services	\$ to be determined by the Quality Management Plan
Firm Legal Name: Beverly N. Hempleman Email: bhempleman@comcast.net Phone #: (360) 490-9800 Fax#: none FED ID OR EIN # (No SS#): NA	no	Quality Assurance consulting services	\$ to be determined by the Quality Management Plan
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
Firm Legal Name: Phone #: Email: Fax#: FED ID OR EIN # (No SS#):			\$

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NOTE:

- 1) Report all amounts in United States Dollars (USD)
- 2) If the Proposer will not be using any subcontractors that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 3) All subcontractors with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*:
<http://egov.oregon.gov/DCBS/OMWESB/index.shtml>.
- 4) Do not enter social security numbers on this form.

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EXHIBIT B

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made as of DATE ("Effective Date") between Contractor, a corporation whose principal place of business is ADDRESS and its affiliates (hereinafter referred to as "Contractor") and the City of Portland, with an office located at 1111 S.W. 2nd Avenue, Portland, Oregon 97204 (hereinafter referred to as "the City"). Contractor and the City may hereinafter be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

A. In reference to RFP #114364 the Parties find it necessary and/or desirable for the Parties to disclose certain business and other information to each other that the other considers to be confidential, proprietary and/or a trade secret and

B. In order to protect the confidentiality of such information, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth above are hereby incorporated into this Agreement as though set forth in full herein.

2. **Definition of Confidential Information.** The term "Confidential Information" shall mean any and all tangible or intangible information that is or has been received by one Party (the "Recipient") from the other (the "Disclosing Party") that is:

(a) Marked "Confidential" or "Proprietary" by the Disclosing Party or bears a mark of similar import by the Disclosing Party; or

(b) Orally disclosed information or information in an intangible form that (i) is contemporaneously identified as Confidential Information by the Disclosing Party and a written statement describing such oral information or information in intangible form and identifying it as Confidential Information is delivered to the Recipient within thirty (30) days after disclosure; or (ii) from all relevant circumstances, a reasonable person would understand that such information is confidential and proprietary to the Disclosing Party; or

(c) Information of the Disclosing Party that is not generally known in the relevant trade or industry, to the public or others who can obtain economic value from its disclosure, misappropriation or use; or

Such Confidential Information may, but shall not be limited to the following types of information (whether or not reduced to writing): Product requirements, proprietary system protocols, trade secrets, inventions, drawings, reports, charts, photos, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), technical specifications, opinions, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information.

3. **Excluded Information.** Confidential Information shall not include information that:

(a) Is information about the Disclosing Party or its products that was in the possession of the Recipient prior to its receipt from the Disclosing Party without an obligation to maintain its confidentiality;

(b) Is or becomes generally known to the public without violation of this Agreement;

(c) Is obtained by the Recipient from a third party without an obligation to maintain its confidentiality;

(d) Is independently developed by the Recipient without use of the Disclosing Party's information;

(e) Is disclosed by the Recipient with the prior written consent of the Disclosing Party; or

(f) Is disclosed pursuant to the requirement or request of an individual, governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order and sufficient notice is given by the Recipient to the Disclosing Party of any such requirement or request in order to permit the Disclosing Party to seek an appropriate protective order or exemption from such requirement, request or order.

4. **Data Security Requirements.** Contractor, and Subcontractor if any, shall comply with all City information confidentiality and data security rules, regulations, standards, practices, and procedures of which Contractor has been notified, with respect to information, media (including, but not limited to, email, paper, tape, computer memory, disk, CD, portable disk, thumbscrew, and flash drives), materials, City computers and peripheral equipment (including, but not limited to fax, printer, scanner, projector, Personal Digital Assistance) City networks, and City telephones and pagers which may come into Contractor, and Subcontractor if any, access, use and possession in performing work under this agreement. Such information, materials, media, and equipment include those listed in this section and without limitation all City Personal and Confidential Information.

5. **Procedure for Exchanging Confidential Information:** The Parties agree that Confidential Information shall be exchanged and shared between the Parties according to the following procedures:

(a) Written and recorded Confidential Information exchanged and shared hereunder must be clearly marked "Confidential" or bear a mark of similar import by the Disclosing Party either at the time it is disclosed or within 30 days thereafter; and

(b) Where Confidential Information is orally disclosed, as set forth in Paragraph 2 (b) above, the Disclosing Party must give written notice that the disclosure is to be maintained in confidence at the time it is disclosed or within 30 days thereafter; and

(c) Upon receipt of the Confidential Information hereunder, or in no event later than within 45 days of receipt, the Receiving Party shall provide the Disclosing Party written notice of any information the Receiving Party disputes is Confidential Information.

6. **Use and Protection of Confidential Information.** **RECIPIENT AGREES IT SHALL ONLY USE CONFIDENTIAL INFORMATION FOR THE PURPOSES OF: PROVIDING QA REPORTING TO THE PSSRP.** Further, Recipient agrees to protect and treat as confidential any information that constitutes Confidential Information of the Disclosing Party. The Recipient of Confidential Information shall restrict the disclosure, dissemination and availability of Confidential Information to its directors, officers, employees and advisors with a demonstrable need to know such Confidential Information (the "Permitted Personnel"). The Recipient shall not:

(a) Use any Confidential Information received by it in any way detrimental to the Disclosing Party;

(b) Disclose or make available to any third party, including but not limited to Contractors and other agents of the Receiving Party, any Confidential Information received by it without prior written consent of the Disclosing Party;

(c) Reproduce or copy the Confidential Information without the prior written consent of the Disclosing Party;

(d) Use any Confidential Information received by it to develop a product for sale;

(e) Use any Confidential Information received by it to develop a product which is similar to or imitates products which are the subject of the Confidential Information; or

(f) Otherwise use the Confidential Information received by it for its own benefit or the benefit of another, including without limitation, reverse engineering of any products through use of Confidential Information.

Each Party shall instruct their Permitted Personnel with regard to the restrictions on use of Confidential Information as well as this Agreement generally.

7. **Rights to Confidential Information, No License.** All Confidential Information received by the Recipient shall remain the sole and exclusive property of the Disclosing Party. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting to the other any rights, by license or otherwise, to any of the Disclosing Party's Confidential Information.

8. **Removal.** Recipient agrees not to remove (physically or electronically) any of the Disclosing Party's Confidential Information from the premises of the Disclosing Party without the Disclosing Party's prior written approval. The premises of the Disclosing Party shall include any location where the Disclosing Party regularly conducts business. Recipient also agrees to comply with any and all terms and conditions the Disclosing Party may impose upon the Recipient in connection with such approved removal.
9. **Return.** Upon the Disclosing Party's request, the Recipient shall promptly return all of the Disclosing Party's Confidential Information along with all copies thereof. It is also agreed that all information of a Disclosing Party that may not constitute Confidential Information shall be the exclusive property of that Disclosing Party. Upon the Disclosing Party's request, the Recipient shall promptly return all such information along with all copies thereof.
10. **Copies.** The Recipient agrees not to reproduce or make copies of any Confidential Information without the written consent of the Disclosing Party and that any such copies made shall be returned to the other Party as specified in paragraph 8 above.
11. **Agreement Supplements Other Rights and Remedies.** Notwithstanding any term or provision hereunder to the contrary, this Agreement is supplementary to any and all rights and remedies the Parties' have or may have in the future under applicable local, State and Federal law. No provision or term of this Agreement shall be deemed to supplant or be deemed a waiver of the Parties' rights and remedies under applicable local, State and Federal law.
12. **Remedies for Breach.**
- (a) **Contractor** acknowledges that any publication or disclosure of City Personal and Confidential Information to others may cause immediate and irreparable harm to the City. The parties agree that money damages would be inadequate to remedy any breach of this Agreement. As a result, a non-breaching party shall be entitled to seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other equitable relief as a remedy for any breach of this Agreement. Such remedy shall be in addition to all other remedies, including money damages, available to a non-breaching party at law or in equity.
- (b) **Contractor** agrees to instruct all such employees on these obligations with respect to use, copying, protection, and confidentiality of the Information and to provide City with signed forms as required by the City for all **Contractor**, and Subcontractor if any, staff assigned to or working on the project. If **Contractor**, and Subcontractor if any, should publish or disclose such City Personal and Confidential Information, the City shall immediately be entitled to seek temporary or permanent injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. **Contractor**, and Subcontractor if any, shall indemnify, defend, and hold harmless the City from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from **Contractor**, and Subcontractor if any, failure to protect City Personal and Confidential Information, provided that City notifies **Contractor** that such Information is determined to be City Personal and Confidential Information. Violation of information confidentiality and data security requirements shall be considered a breach of this Agreement. Contractor's obligations under this paragraph will survive the termination of this Agreement.
13. **Notices.** All notices and other communications to any Party hereunder shall be in writing and shall be deemed to have been duly given only if delivered (personally or by facsimile transmission) or mailed (by certified mail, return receipt requested, first class postage prepaid) to such Party at the address or the facsimile number set forth below each Party's signature to this Agreement. All such notices and other communications that are given as provided above will (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by facsimile transmission, be deemed given when sent and confirmation receipt is received by the sender, and (iii) if delivered by mail, be deemed given two (2) business days following mailing. Any Party from time to time may change its notice recipient, address and/or facsimile number for the purposes of notice to that Party by giving notice to the other Party hereto specifying a new notice recipient, address and/or facsimile number in the manner specified in this Agreement.
14. **Governing Law.** This Agreement, including all matters of construction, validity and performance, shall be governed by, construed and enforced in accordance with the laws of the State of Oregon, as applied to contracts made and to be fully performed in such state, without regard to its conflict of law rules.
15. **Amendment and Waiver.** No amendment to this Agreement shall be valid and binding unless such amendment is agreed to in writing and signed by an authorized officer of each of the Parties. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or

subsequent time. Any waiver must be in writing and signed by the Party to be charged with the waiver. No delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

16. **Severability.** In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

17. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall not be construed to confer any right, interest or benefit in favor of any other person or entity. Notwithstanding the foregoing, neither Party shall be entitled to neither assign nor transfer all or any of its rights, benefits and/or obligations under this Agreement without the prior written consent of the other Party.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

19. **Public Records Laws.**

(a) Both parties recognize that the City of Portland is a public entity subject to the Oregon Public Records Law, ORS 192.410 *et seq.*, the Oregon Public Meeting Law, ORS 192.610 *et seq.*, and the Portland City Charter. The City's commitments to maintain certain information confidential under this agreement are all subject to the constraints of those laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

(b) In the event that either party is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise to disclose any confidential information, the party so requested or required shall provide the other with prompt notice of such request(s) so that it may seek, at its own expense, an appropriate protective order or waiver of compliance with the terms of this Agreement. If, in the absence of a protective order or waiver, either party is compelled, in the opinion of its legal counsel, to disclose any confidential information, the party may make such disclosure after notice to the other.

(c) The Parties understand that third persons may claim that Confidential Information possessed of the City is by virtue of that possession a public record and subject to disclosure pursuant to Oregon law. The parties agree that if such claim is made the City shall immediately notify **Contractor** of the claim and the statutory deadline by which the city must disclose such information. **Contractor** may, at its cost, defend such claim and the City agrees to reasonably cooperate with **Contractor** in such defense. The City agrees not to disclose any such proprietary information in response to any such claim until either a) **Contractor** fails to contest the release in advance of the City's statutory deadline to release the information or b) a final unappealable order from a court or agency having authority to issue such order shall have been issued. Any such disclosure shall be the minimum necessary to comply with a) the requested information and b) the requirements of the final order.

20. **Survival.** All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations in this Agreement, or any applicable Order issued hereunder; limitation of liability; and obligations to make payments of amounts that become due under this Agreement prior to termination (except that payments for services not performed by the date of termination shall be prorated) shall survive the termination or expiration of this Agreement or any respective Order 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 City. Nothing in this Agreement shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior approval of City's legal or contract review departments.

21. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, between the Parties concerning the subject matter hereof.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Copy to:

City of Portland
Procurement Services
1120 SW Fifth Ave., Room 750
Portland, OR 97204

CASE ASSOCIATES, INC. ("Contractor")

By: [Signature] 9/5/2012
Date

DAVID SHARON, CEO
(Name and Title)

Address: 2050 Beavercreck Road, Ste 101-225
Oregon City, OR 97045

APPROVED AS TO FORM

[Signature: James H. Van Dyke]
Office of City Attorney Date
CITY ATTORNEY 9/6/12

CITY OF PORTLAND ("City")

By: _____
Chief Procurement Officer Date

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EXHIBIT C

PSSRP PROJECT DESCRIPTIONS

NOTE: The following descriptions are for the three (3) major PSSRP projects. The descriptions provided are only to provide clarification and descriptive narrative regarding the projects; this is not intended to identify specific actions or responsibilities of the QA Contractor. Proposers should neither assume nor infer that any or all actions identified herein are within the scope their responsibility.

PUBLIC SAFETY RADIO REPLACEMENT PROJECT

1. Purpose of Project

The City of Portland's existing public safety emergency radio system is largely comprised of obsolete analog technology from the early 1990's. In many instances, the resources to repair or replace system components do not exist. Many of the existing system's components are no longer supported or supplied by the manufacturer. The City's existing radio system has deficiencies that, if not addressed, will result in more frequent communication failures. In addition, many of the existing radio system's infrastructure components do not meet modern digital communications standards set by the Federal Communications Commission (FCC). While the City's existing radio system remains functional, prolonged reliance on this antiquated technology will increase the likelihood of critical system failures. Such failures would jeopardize the ability of emergency responders to communicate efficiently, effectively, and, ultimately, would compromise field unit safety as well as the safety and wellbeing of the public.

In December of 2010, the City installed a new controller and ancillary equipment. This action was intended to extend the useful life of the existing system until a full system replacement could occur. In addition, a digital 700MHz layer for encryption has been completed in the spring of 2011. Encryption is important to the Police Bureau to insure secure communications in confidential or sensitive law enforcement activities, and restores this ability that was previously available on the replaced controller equipment.

The entire Radio project, including the stabilization phase, will be funded by a combination of existing City of Portland Bureau of Technology Services (BTS) radio replacement reserves (\$10.00 million) and General Obligation (GO) Bond proceeds (\$38.94 million) which the Portland voters approved in November 2010.

2. Overall Project Approach and Current Status

The project has been divided into phases, as described below:

Phase 0 Stabilization of existing system (replacement of controller and ancillary equipment replacement was completed December 2010 as well as the encryption (700MHz) digital layer .

Phase I Contracting with engineering Contractor to develop a set of specifications for the radio system replacement that will be used for the City's procurement effort: (Federal Engineering, the City's engineering Contractor, is currently working under contract to complete this phase). The scope of work for this phase is as follows:

- Equipment inventory – Review and validate the City's equipment inventory for the existing radio infrastructure and direct City staff's efforts to correct any observed deficiencies in the inventory. Completed December 2011
- Needs analysis – Interview users and analyze available data regarding the state of the current radio system and the desired future capabilities and functions. Completed January 2012
- Requirements Definition – Review and refine the identified needs into requirements and perform due diligence value engineering to ensure the most cost effective approach is utilized to meet the defined requirements. Completed March 2012. Along with this task, the engineering Contractor is responsible for two presentations: Feasibility and Alternatives April 2012 and a Coverage workshop on May of 2012

- Conceptual System Design – Define a conceptual approach within the available budget, timeline, and the limitations on land acquisition and tower construction that fully addresses the identified requirements. Future – June 2012
- Technical Specifications – Prepare detailed performance-driven technical specifications to assist in the City's procurement of a replacement radio system, Future May/June 2012

Phase II Procurement process currently underway:

- Prepare and publish system procurement documents - future August/September 2012
- Evaluate procurement document responses - future November 2012 – Feb 2013,
- Negotiate a Contract for the system implementation - future February – June 2013

Phase III Implementation - future June 2013 through June 2015

3. Project Timeline Applied to Major Milestones

Please see #2 above.

4. Summary of Project Organization

The Radio project is part of the Public Safety Systems Revitalization Program (PSSRP) portfolio and PSSRP has assigned two full time project managers to this project. The Radio project managers report to the PSSRP Program Office Manager. The Radio project, the Radio Project Manager, the PSSRP Program Office Manager are all guided by the PSSRP Executive Steering Committee (ESC) and report to the City's CAO responsible for the PSSRP.

Project organization consists of Project Sponsors (3), the Chief Technology Officer, Subject Matter Experts (9), Citizens advisory committee (currently 6), Primary Stakeholders (15) and Secondary Stakeholders (73) (confirmed count)

5. Variety and Number of Agencies Affected

Agencies involved are the City of Portland and County Police (Sheriffs), Fire, EMS, Communications (9-1-1 Dispatch), State and Federal Responders in the Multnomah County area specifically, as well as peripheral agency response in the surrounding counties.

6. Total Budget Amounts

Project Budget: \$39M -- GO Bond, \$10M-BTS Reserves, \$4M Project Contingency, (\$6.5M) used on Stability Project. Current Balance: \$46.5M

7. Special Funding and/or Budget

Please see # 6, above

8. Involvement of Contracted Experts

Please see #2, above

9. Any Special Challenges/Complexities That May Affect the QA Work

The number of stakeholders will prove to be challenging. When Installation begins, timeline and work progress will be adjusted accordingly as the successful vendor produces their detailed design. QA will need to be aware of issues that may arise during detailed design discussions. System migration plans will need to be monitored closely to ensure no loss of radio interoperability by agencies on the system.

REGIONAL JUSTICE INFORMATION NETWORK PROJECT

1. Purpose of Project

The Regional Justice Information Network (RegJIN) system will replace two existing systems:

- Portland Police Data System (PPDS) is a mainframe-based law enforcement records management system which is currently being used by the Portland Police Bureau (PPB) and 21 local partner agencies for meeting

their offense reporting, investigation, and other functions, as well as other local, regional, and federal law enforcement agencies for analysis and statistical reporting.

- Clark County Records Management System (CRMS) and Electronic Police Reporting (EPR) system is a mainframe-based law enforcement and jail management records management system currently being used by the Clark County Sheriff, the City of Vancouver Police Department and several other law enforcement agencies located within Clark County Washington. Only the law enforcement records management portion of CRMS is included in the RegJIN project. EPR is a customized field reporting system originally developed by Tiburon, Inc. and later heavily customized by City of Vancouver and Clark County information technology staff in order to meet the requirements of the law enforcement agencies using CRMS.

2. Overall Project Approach and Current Status

A significant effort has been undertaken by the involved agencies to analyze the law enforcement records management needs which resulted in the publication of a Request for Proposal (RFP) in April 2012. A commercial off-the-shelf (COTS) system is being procured by the City, with the goal being to implement as many of the existing capabilities of PPDS, CRMS, and EPR while simultaneously providing a more integrated system with increased functions and capabilities. Some custom development will be required; especially to support the system's interfaces and data exchanges. Proposal from potential responders were due May 3, 2012, with response evaluation, award notification, and Contract negotiations being completed by the end of March 2013. Plans are to cutover the RegJIN system to live operations in October of 2014.

3. Project Timeline Applied to Major Milestones

(See #2 above)

4. Summary of Project Organization

A project advisory committee (PAC) composed of all full entry partners has been guiding the development of the RegJIN system's requirements that resulted in the RFP and will assist the City of Portland in selecting the system to be implemented. The City of Portland will contract with the selected Contractor for the RegJIN system and intergovernmental agreements between the City and all System users will guide the usage, sustainability, and future enhancements of the system.

In addition to the PAC various PAC subcommittees have been developed and will continue to be formed in order to address specific aspects of the project. A project team composed of PPB, City of Portland and a subset of partner agency staff members address technical and other aspects of the project as needed.

The RegJIN project is part of the Public Safety Systems Revitalization Program (PSSRP) portfolio and PSSRP has assigned a full time project manager to the project. The RegJIN project manager reports to the PSSRP Program Office Manager. The RegJIN project, RegJIN project manager, and PSSRP Program Office Manager are all guided by the PSSRP Executive Steering Committee (ESC) and report to the City's CAO responsible for the PSSRP.

5. Variety and Number of Agencies Affected

Approximately 36 law enforcement agencies within the Portland metropolitan region are planning to use the RegJIN system as their primary records management and field reporting system. RegJIN will be a single system containing a central database that will enable these agencies to share and view each other's law enforcement information. The agencies planning on using RegJIN are spread over two states (Oregon and Washington) and five counties (Clark County, WA and Clackamas, Columbia, Multnomah, and Washington counties in Oregon). In addition to the 36 full entry RegJIN partner agencies, another 50 to 60 agencies will be using the RegJIN system for inquiry and investigative purposes after its implementation.

6. Total Budget Amounts

The project's current budget, which includes required infrastructure, PPB staff time, contingency, and system contractor costs, is \$12.6 million; between \$6.9 and \$9.4 million is allocated to the System procurement.

7. Special Funding and/or Budget

None.

8. Involvement of Contracted Experts

None.

9. Any Special Challenges/Complexities That May Affect the QA Work

The RegJIN system is a very complex endeavor due to the:

- number of multiple states and agencies involved,
- large Geofile that must be supported by the system,
- need to share a single system between 36 agencies,
- differing regulations and statutes of each state, county, and agency involved in the system,
- need to train approximately 2,800 officers and deputies and an additional 1,500 civilians within a short time frame,
- configuration and implementation needs of the system with a minimum of customization, while meeting the requirements of the law enforcement agencies using the system, and
- complex interfaces required.

FIRE INFORMATION SYSTEMS RE-PLATFORM PROJECT

1. Purpose of Project

The purpose of the Fire Information Systems (FIS) Re-Platform Project is to port the Portland Fire and Rescue's (PF&R's) FIS to a current and supported development platform. Additionally, this project intends to implement the recommendations developed jointly by PF&R and PSSRP, as documented in the approved FIS Recommendation Report, dated January 4, 2011.

Per the joint Recommendation Report, the focus of replatforming will be to:

- Replatform the six critical FIS applications from VB6 to C# or possibly to VB.NET
- Add functions and features
- Restructure the FIS databases
- Improve program structures to take advantage of .NET features
- Implement an end-user reporting tool
- Establish the future ability to develop mobile capabilities

2. Overall Project Approach and Current Status

This project will be performed by the in-house development staff currently supporting FIS. A .NET expert is under contract to provide technical mentoring and quality management of the replatform effort. The first application will be migrated to the .NET platform as a pilot effort to confirm the technical and project approach. Based upon the pilot results, the remaining five (5) applications will be migrated. Following migration, approved enhancements will be made to the system.

3. Project Timeline Applied to Major Milestones

According to preliminary plans, the milestones for this project are:

- Project kickoff – August 2011
- Detail project plan – May 2012
- Pilot completion and re-plan - August 2012
- Application replatform – November 2013
- Approved enhancements – June 2014

4. Summary of Project Organization

The core team for this project includes the PSSRP PM, the PF&R liaison, three in-house developers and their manager, and the technical Contractor. The FIS project, FIS project manager, and PSSRP Program Office Manager are all guided by the PSSRP Executive Steering Committee (ESC) and report to the City's CAO responsible for the PSSRP.

5. Variety and Number of Agencies Affected

This project affects only PF&R.

6. Total Budget Amounts

185636

The project total budget is \$1.8M.

7. Special Funding and/or Budget

The funds for this project come from the City's General Fund.

8. Involvement of Contracted Experts

A .NET expert is under contract to provide mentoring and quality management. One additional contractor may be added to provide supplemental staffing to assist in replatform coding and/or testing.

9. Any Special Challenges/Complexities That May Affect the QA Work

None.

CONTRACTOR SIGNATURE:

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

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

I, the undersigned, agree to perform work outlined in this Contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this Contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent Contractor as defined in ORS 670.600.

CASE ASSOCIATES, INC

BY: [Signature] Date: 9/5/2012

Name: DAVID SHARON
Title: CEO

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form: **APPROVED AS TO FORM**

By: James H. Van Dyke Date: 9/6/12
Office of City Attorney

CITY ATTORNEY