

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

CONTRACT NUMBER TBD

TITLE OF WORK PROJECT
EFiles Conversion Project

This contract is between the City of Portland ("City," or "Bureau") and Access Sciences Corporation, hereafter called Consultant. The City's Project Manager for this contract is Alissa Mahar.

Effective Date and Duration

This contract shall become effective on TBD. This contract shall expire, unless otherwise terminated or extended, on TBD.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$294,000 for accomplishment of the work.
(b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Access Sciences Corporation

Address: 1900 West Loop South, Houston, TX 77027

Employer Identification Number (EIN): 74-2429280
[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: TBD

- Citizenship: Nonresident alien [] Yes [x] No
Business Designation (check one): [] Individual [] Sole Proprietorship [] Partnership [x] 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.

TERMS AND CONDITIONS

1. Standard of Care

Consultant 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, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) 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 Consultant 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, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant'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 Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant 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 subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant 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 Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant 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

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or

non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. 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.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant 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 Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-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 Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant 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 Consultant 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 Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant 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 Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant'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 22. 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 Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant 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 Consultant 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 Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

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

If applicable, the Consultant 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. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

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

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

See attached Exhibits A and B, which are hereby incorporated into this contract by reference

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Simon Holcroft	Project Manager
Constantine Noukas	Technology Specialist
Joshua Quintero	RIM Specialist
Frederick Hall	Engagement Specialist / Technical Writer
Linda Baldwin	Principal (ad hoc / minimal hours)

SUBCONSULTANTS: NONE

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$294,000 (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 Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant 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 Consultant’s compensation will be based on the Consultant’s bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

NAME	ROLE ON PROJECT	HOURLY RATE
Simon Holcroft	Project Manager	\$220
Constantine Noukas	Technology Specialist	\$170
Joshua Quintero	RIM Specialist	\$140
Frederick Hall	Engagement Specialist / Technical Writer	\$140
Linda Baldwin	Principal (ad hoc / minimal hours)	\$250

Standard Reimbursable Costs: TBD

The following costs will be reimbursed without mark-up:

- Travel Expenses such as lodging, airfare, parking, meals, and mileage are billed at cost.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 0.0%.

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. 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.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to: PBOTContracts@portlandoregon.gov an electronic copy(pdf only) invoice for work performed by the Consultant during the preceding month. The invoice shall be on the prime contractor’s business letterhead and contain the City’s Contract Number and any Task Order number, as applicable, the PBOT Project Managers name, and set out all items for payment including, but not limited to: invoice number, period services were performed for, the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable. A summary shall be provided per

invoice showing, Current amount billed, past invoices billed but unpaid, invoices paid to reflect total amount billed as of invoice date against contract total. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract, if subconsultants were used under this contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant 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 Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

Confidentiality

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

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 the City's intellectual property without the City's prior written consent.

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.

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.

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.

WORKERS' COMPENSATION INSURANCE STATEMENT

188046

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____ Date: _____ Entity: _____

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet 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 Consultant 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. Consultant: 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.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

ORS 670.600 Independent Consultant 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 consultant" 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

CONSULTANT 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 Consultant 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 consultant as defined in ORS 670.600.

Access Sciences Corporation

BY: _____ Date: _____

Name: _____

Title: _____

EXHIBIT A

Activity	Task	Estimated Resource Days	Estimated Cost
ALL			
Phase 1 Assess and Engage			
		5.0	\$ 8,800.00
d) SME for RIM Program and governance, ADM-8.12			
1	Serve as RIM program advisor and governance specialist for all teams throughout project	-	\$ -
g) Work with PBOT E-Files Steering Committee throughout the process			
1	Develop and conduct regular steering committee inform, review, quality and collaboration sessions (meet x number time)	2.6	\$ 3,744.00
a) Update implementation plan			
1	Review existing PBOT implementation plan and project documents, conduct kickoff sessions with Steering Committee, PMO, key stakeholders and contributors, such as BIBS.	2.0	\$ 3,520.00
2	Revise and approve implementation plan based on contract scope of work, resources, and contributors	2.5	\$ 3,600.00
b) Develop RIM communication plan			
1	Conduct organizational readiness assessment	3.5	\$ 4,240.00
2	Develop change strategy, comm and training plans	3.5	\$ 4,240.00
e) Conduct PBOT division/section data gathering sessions			
1	Identify division level (24) RIM SME's, coordinators - meet and review current inventory / scope of hardcopy and electronic files, RIM policy and retention requirements [Assume 2 FTE, .5 days per division]	24.0	\$ 25,979.00
2	Process approx 60 file cabinets per retention to separate files as Destruction Eligible Now, Expiring by Q3-2017, or Active Beyond Q3-2017	8.0	\$ 8,960.00
3	Analyze shared volumes of electronic files at division level to determine requirements, volumes and scope of work for migration to HPRM (1/2 day each)	15.0	\$ 16,540.00

4	Develop PBOT and 24 division classification plans for HPRM (based on 359 transportation retention codes across the 43 record series) - complete Item 3 on Checklist	15.0	\$ 16,539.00
5	Validate and approve PBOT and 24 division classification plans for HPRM - per Item 3 on Checklist	15.0	\$ 16,540.00
j) Develop and implement HPRM Governance: classification, functions, retention			
1	Review existing state HPRM (ORMS) and PBOT Information Architecture design documents for requirements on Information governance, retention, categories, attributes, naming and master data (i.e. entities, SAP, GIS, etc.)	4.0	\$ 4,960.00
2	Review existing state HPRM (ORMS) and PBOT processes and tools for bulk loading with category and retention assignment	3.0	\$ 3,600.00
3	Review existing PBOT processes for document control and document submittal transmittals from PBOT contractors	1.5	\$ 2,000.00
4	Develop PBOT and 24 division classification plans for HPRM, including permission model, groups (per checklist item #3).	19.0	\$ 21,980.00
5	Review and approve classification plans. Handoff to A/RM team for HPRM configuration.	10.0	\$ 13,760.00
Phase 1 Totals		133.6	159,000.0
Phase 2 Govern and Train			
		3.0	\$ 5,280.00
d) SME for RIM Program and governance, ADM-8.12			
1	Serve as RIM program advisor and governance specialist for all teams throughout project	-	\$ -
g) Work with PBOT E-Files Steering Committee throughout the process			
1	Develop and conduct regular steering committee inform, review, quality and collaboration sessions (meet x number time)	2.6	\$ 3,744.00
i) Review and update PBOT retention schedule			
1	Review and update existing PBOT RIM Retention Policy, local and state schedules with City Auditor	2.0	\$ 2,880.00
2	Review with division level SME - specific state and/or federal requirements	2.0	\$ 2,880.00
3	Develop recommendations for schedule updates	2.0	\$ 2,880.00

I) Develop RIM Governance: PBOT Protocol for RIM requirements			
1	Update PBOT RIM and HPRM policy and procedures for use by division SME's and RIM coordinators for managing archives, including new uploads	4.5	\$ 5,360.00
c) Facilitate RIM Program 101 training with A/RM team			
1	Plan and Facilitate 1 hour RIM 101 classes with A/RM team, using existing A/RM training materials [Assume 250 employees, 25 per session, 10 sessions]	10.0	\$ 14,400.00
2	Develop division level quick reference to their record series, document types and record owner [from i) Review and confirm PBOT retention schedules]	4.5	\$ 5,360.00
h) Facilitate HPRM licenses and end-user training with A/RM team			
1	Review City ADM-8.12, review and revise existing PBOT RIM policy and procedure documents to include definitions, archiving process to HPRM and/or City Archives	4.5	\$ 5,840.00
2	Review and develop HPRM user requirements, permissions model, infrastructure, tools and licenses, including system level license for bulk file import, etc.	3.5	\$ 4,480.00
3	Facilitate HPRM system training classes with A/RM team, using existing A/RM training materials [Assume 250 employees, 25 per session, 10 sessions]	15.0	\$ 18,896.00
Phase 2 Totals		53.6	72,000.0
Phase 3 Tactical Implementation			
		2.0	\$ 3,520.00
d) SME for RIM Program and governance, ADM-8.12			
1	Serve as RIM program advisor and governance specialist for all teams throughout project	-	\$ -
g) Work with PBOT E-Files Steering Committee throughout the process			
1	Develop and conduct regular steering committee inform, review, quality and collaboration sessions (meet x number time)	2.8	\$ 4,032.00
f) Establish on site shredding services			
1	Engage vendor, establish file box and bin logistics, onsite or offsite shredding, & transmittal process	2.5	\$ 3,120.00
k) Manage E-Files scanning with City Print Shop			

1	Engage print shop for availability, schedule, capacity, process, technical requirements for scan eligible hardcopy files	0.5	\$ 560.00
2	Oversee prep of approx 3,000 records for scanning - indexing, separator pages, removal of staples, binding	4.0	\$ 4,480.00
3	Oversee review and QC all PDFs, all pages of scanned records against hard copy, stage and compile category listing for bulk import to HPRM	5.0	\$ 5,600.00
4	Oversee bulk loading by A/RM team of PDFs to HPRM from category listings, perform random sample QC in HPRM	2.0	\$ 2,240.00
5	Oversee processing of 3,000 scan completed hardcopy records to destruction, city archive or office active file per division requirements	5.0	\$ 5,448.00
Phase 3 Totals		24.8	29,000.0
Standard Labor	Total	212.0	\$ 260,000.00
Travel Labor (Half Rate)		0.00	\$ -
Travel Out-of-Pocket Expenses Estimate			\$ 34,000.00
Other Out-of-Pocket Expenses			\$ -
Total Estimated Project Cost		212.00	\$ 294,000.00

Exhibit B

#	Deliverable	Definition of Deliverable	Acceptance Criteria
1	Steering Committee minutes, deliverables, and outcomes	Presentation containing project status and updates, critical decisions made and needed, next steps, solicitation of input. Includes: Presentation Deck and Meeting Minutes. Meeting Minutes includes date held, attendees, topics, and action items.	Project Sponsor has reviewed and approved presentation materials and update is presented to Committee
2	Project Management Tools	<ul style="list-style-type: none"> a. Issue log - Listing of project issues and corrective actions b. Risk Register - Listing of potential areas of project risk and suggested remediations c. Bi-Weekly Status Report Template – includes all work performed during the month, planned work for following week, project risks, project issues, project metrics. d. Quality Management Plan – includes methodology, approach, standards, and guidelines associated with quality. The plan also describes any reviews that will be conducted to ensure that a high level of quality is achieved. 	PBOT and ASC agree on tools and templates, and frequency of reporting at project onset / kickoff
3	Revised Project Implementation Plan	<p>The plan, schedule and prioritized groups for implementing divisions, based on existing implementation plan and input from steering team other key stakeholders. Includes:</p> <ul style="list-style-type: none"> • Covers all workgroups participating in the pilot • Includes implementation tasks • Includes communications tasks • Includes training tasks • Includes migration tasks • BIBS Scheduling 	Plan is reviewed and agreed with PBOT sponsor.
4	Change Strategy	<p>Presentation and documentation outlining the communications strategy and training strategy.</p> <p>Outlines goals to be achieved through the implementation of the new solution, whether it be technology, processes, or organizational change, and incorporates the Communications, Coaching, Training, Resistance Management, and Reinforcement Plans</p>	Strategy is reviewed and agreed with PBOT sponsor.
5	Communication Plan	<p>Includes key messages and communications, target audience, considerations, desired outcomes, format, sender/source for messages, means and timing of delivery.</p> <p>Communications Plan identifies:</p> <ul style="list-style-type: none"> • key messages and communications • target audience • desired outcomes • format 	Plan is reviewed and agreed with PBOT sponsor.

Exhibit B

		<ul style="list-style-type: none"> • sender/source for messages • means and timing of delivery • considerations 	
6	Training Plan	<p>Includes training topics and curriculum, audience rosters, format, delivery mechanism, and timing. Formats will assume reuse of already developed materials.</p> <p>Training Plan includes:</p> <ul style="list-style-type: none"> • training topics • audience • formats • delivery mechanisms and timing. 	Plan is reviewed and agreed with PBOT sponsor.
7	RIM Program Data Gathering Sme's and Records Coordinators Roster	Criteria provided to PBOT for data gathering RM SMEs and records coordinators across 24 PBOT divisions. PBOT will provide list of names to complete the roster.	Criteria are approved by project sponsors
8	Division RM Content Catalogs (Classification Plans)	Excel file for each workgroup, containing types and formats of information created and managed by a workgroup; related business processes and activities; identification of subsets of records, record owners, and where information is stored. Content Catalogs also contain how long records must be kept according to the existing RRS, naming conventions, and security considerations. Initial content catalogs may be sent to workgroups for review and feedback.	Catalogs are reviewed and approved by the Project Sponsor and validated by the divisions.
9	Division Hardcopy Record Inventories	Folder level inventory of estimated 60 cabinets, including folder name, record type, retention code, record date and destruction date, and action column (e.g. scan, archive, or destroy).	Inventory is received and reviewed by the project sponsor
10	Division File Share Inventories	Scripted scan of file shares, including folder name, file name, file size and type, creation and last accessed date. From those results, develop guidance to enable PBOT to make disposition or migration decisions.	Script is complete and resulting inventory is shared with project sponsor, and guidelines accepted.
11	PBOT RIM Revised Policy and Procedure	Revised governance documentation and tracked changes . Revisions may be tracked on each documents revision block. Includes electronic file storage, archiving and records retention.	Policies are reviewed and accepted by project sponsor
12	Retention Schedule Update Recommendations	List of recommendations for RRS updates, including classifications to be removed and required new classifications. Prepare communication to be shared at division level.	Recommendations are reviewed and accepted by project sponsor
13	RIM 101 Training Delivery	Up to 10 1 hour sessions of RIM 101 classroom training, using existing A/RM materials	Sessions are scheduled and delivered, and attendance is recorded.

Exhibit B

14	Division Record Series Quick Reference	Reference guide listing record series and associated document types for a division. Includes document types used by the division, related record series and retention rules	Guides are reviewed and approved by project sponsor.
15	Identify Shredding Services Vendor	Obtain quotes for (3) shred vendors based on estimated volumes obtained during data gathering, and provide them to procurement for action.	Quotes are submitted to procurement for evaluation and action.
16	Shredding Usage Procedure	Document detailing a decision tree to determine shredding eligibility for physical records going forward.	Procedure is reviewed and approved by project sponsor
17	Scanning indexing process	Process to evaluate and tag metadata on scanned physical files for upload into HPRM and provide training to city print shop as needed	Process is approved and print shop personnel are trained
18	HPRM User Acceptance Process	Process for the QA evaluation of uploaded scanned content	Process is reviewed and accepted by project sponsor.
19	HPRM Scanned File Upload Manifest	Xml, csv, or excel file that captures files to be uploaded and associated metadata that is provided to HPRM team for ingestion.	Manifest is provided to HPRM Team
20	HPRM Change Control Register	Register of suggested changes to HPRM configuration, including metadata values, security requirements or other enhancements to aid user adoption	Register is provided to HPRM Team
21	HPRM Licensing Model Evaluation and Recommendations	Review licensing model and develop licensing recommendations	Recommendations are received and reviewed by Project Sponsor
22	Division specific HPRM Environment Training Development	Revision of HPRM end-user system training incorporating division specific references	Training materials are reviewed and approved by project sponsor
23	HPRM Configuration Sessions	Up to 10 sessions of 1 hour HPRM classroom sessions, using existing A/RM materials	ASC Facilitates conversations, PBOT resources configure
24	Division specific HPRM Environment Training Delivery	Up to 10 sessions of 1 hour HPRM classroom sessions, using existing A/RM materials	Sessions are scheduled and delivered, and attendance is recorded.