

# **REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY SERVICES**

## **NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT**

All responses to this Request for Proposal (RFP) accepted by the City of Rainier, Oregon (herein known as "the city") shall become the exclusive property of the city. At such time as the city staff recommends a company to the Rainier City Council, and such recommendation, with any recommended contract appears on the Rainier City Council agenda, all proposals accepted by the city shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a company desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the city in any way whatsoever. If disclosure is required or permitted by law, the city shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

# **REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY SERVICES**

## **INVITATION FOR PROPOSAL**

The City of Rainier, Oregon, hereafter called (city), is accepting Request for Proposals (RFP) to solicit proposals for **INFORMATION TECHNOLOGY SERVICES** (Contractor), including but not limited to provide Information Technology Services to supplement in-house technology services at the highest level of services to the city. The Contractor shall provide the Services based on the services specified in the following document.

All interested parties are invited to respond to this Request for Proposal by providing two (2) written proposals no later that Noon on October 23, 2020 to:

Scott Jorgensen  
City of Rainier  
PO Box 100  
106 W B Street  
Rainier, OR 97048

All interested parties are invited to make arrangements for a pre-proposal meeting and site walk through.

Please address any questions concerning this RFP to:

Scott Jorgensen  
City Administrator  
sjorgensen@cityofrainier.com

## **CITY OF RAINIER, OREGON BACKGROUND**

The City of Rainier, Oregon was founded in 1853 along the banks of the Columbia River. As of the 2010 Decennial United States Census it had a population of 1,893. It is across the river from the cities of Longview and Kelso, Washington and is located approximately 60 miles west of Portland, Oregon.

The government of the City of Rainier consists of a governing body of a city council comprised of seven member and a mayor. The city has a police department, public works department, and an administrative department. Total employment is 17 employees.

### **SCOPE OF WORK:**

The City of Rainier, Oregon is seeking proposals from qualified, knowledgeable, and experienced companies to provide Information Technology (IT) Services and support our operations across city

government. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service.

The nature of the service will be ongoing support and coordination to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems. The company chosen will need to work closely with a variety of departments within the organization, providing support as needed or instructed.

Contractor will provide general professional services on an as-needed basis primarily during normal business hours: M-F 8:00 a.m. to 5:00 p.m. either remotely or on-site. However, vendor must be available 24 hours a day 7 days a week, including holidays and able to ensure an onsite response time of one hour.

In determining whether a Respondent possesses the minimum qualifications to provide the Services, Respondent must demonstrate the following to the satisfaction of the City:

## **“SCOPE OF SERVICES”**

### **Section A: Minimum Qualifications**

- Be registered and maintain proper business licenses;
- Maintain a staffed, 24-hour a day, central office in the region;
- Have sufficient size and depth of management, resources and staff to support the services required in the specifications;
- Have sufficient financial resources to meet payroll, equipment and supplies to meet operational requirements and ensure quality service;
- Have measurable and demonstrated successful experience in providing specified Services for like size venue and operations;
- Provide Information Technology Services as the primary function of their business;
- Have been in business for at least five (5) years providing Information Technology Services;

Contractor shall, at its own expense, carry and maintain, during the period of performance: State required Worker's Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$2,000,000, per occurrence, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$2,000,000 and on which the City of Rainier, its elected officials, employees, agents and volunteers are named as additional insured.

## **Contract Term**

The term of the resulting contract shall be in effect for an Initial Term of three (3) years, commencing on tbd, and terminating tbd, unless sooner terminated. Prior to expiration of the Initial Term, the Contract may be extended by mutual agreement, for an Extension Term of Two (2) additional (2) two-year periods.

## **Response Requirements and Content**

Prior to submitting a response, the Respondent must carefully review this Solicitation and any addenda subsequently issued. The Respondent is responsible for seeking any clarification or information needed to respond. The Respondent is solely responsible for any deficiencies in the response submitted.

The Respondent must review the terms and conditions set forth in the specimen contract attached hereto and, in the submittal, specifically identify any provisions the Respondent finds unacceptable or desires to negotiate.

The Respondent is solely responsible for all costs, direct or indirect, incurred responding to this Solicitation. The City of Rainier, Oregon will incur no obligation or liability in connection with the submittal of a response. A responsive submittal must include responses to the following sections and specific item requests:

### **Section B: Qualifications Statement**

- A brief description of the firm or business entity, including firm history, number of employees, organization structure, ownership structure and expertise, and resumes for principals or key employees who would perform the Services in this Solicitation;
- A detailed listing and description of experience and other information that demonstrates the Respondent's expertise and capacity to provide the Services specified in this Solicitation,
- Minimum of five (5) letters of recommendation from specific customers who have used services provided by the Respondents in the past 18 months; and if relevant, a list of references from government entities and agencies to whom the Respondent has provided services similar and comparable to those described in this Solicitation (contact name, telephone, email address, contract term) from whom City of Rainier, Oregon may obtain references;
- A copy of the Respondent's last three (3) annual financial statements reviewed by an independent Certified Public Accountant;
- Any other relevant information that Respondent believes would assist City of Rainier, Oregon in evaluating the submittal.

## **Section C: Proposed Fees**

- Specify all hourly rates for service, including all travel time, nights, weekends and holidays.
- Specify all fees associated with proposed server and desktop management solutions.
- Specify whether Respondent can provide any value-added services to City of Rainier, Oregon either for a fee or as complimentary service to City of Rainier, Oregon.
- Describe any financial investment to implement the resulting agreement.

**Pre-proposal Meeting and Site Walkthrough. A pre-proposal meeting and site walkthrough is scheduled for TBD.**

## **Selection Process**

The evaluation process will consider the merits of the proposals by prospective vendors in line with City of Rainier, Oregon's objectives. The City of Rainier, Oregon may also conduct reference checks to ascertain the quality of work performed previously. Those companies, who appear best suited, in the sole determination of the City of Rainier, Oregon, may be asked to participate in an additional interview to further evaluate their qualifications. We will review proposals that are received. Proposals that are non-responsive to the requirements of this RFP shall not be included for evaluation by the selection committee.

Local Columbia County, Oregon and Cowlitz County Washington entities receive a 5% preference.

The specific criteria and point value established for this Request for Proposal is as follows (total points):

- 1. Narrative describing methodology and protocols (25 points)**
- 2. Experience and expertise (25 points)**
- 3. Technical merit and completeness of proposal (20 points)**
- 4. Rates of service (25 points)**
- 5. Local Business Preference (5 points)**

## **INFORMATION TECHNOLOGY SERVICES**

The City of Rainier, Oregon is seeking proposals from qualified, knowledgeable, and experienced companies to provide Information Technology (IT) Services to support its information services technologies. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service.

The nature of the service will be ongoing support and coordination with appropriate city staff to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems.

Additionally, recommendations for improving existing systems and providing technical support for future designs and purchases of equipment, software, and licenses agreements.

The company chosen will need to work closely with a variety of departments within the organization, providing support as needed or instructed.

### **Background Information**

The City of Rainier, Oregon currently employs servers running Microsoft Windows along with Microsoft Windows Desktop PC's, notebook, and tablet PC's running Windows 8 or 10. Additionally, there are several iPads deployed in various capacities.

Desktop PC's are located throughout the city operations. These PC's vary by age, specifications, software, and service pack versions. The notebook or tablet PC's vary by age, specifications, software, and service pack versions.

### **Scope of Work**

The primary scope of work is to provide on demand support, routine preventative maintenance service and recommendations for improving existing systems and providing technical support for future designs and purchases of equipment, software, and licenses agreements in coordination with and directed by appropriate City of Rainier, Oregon staff

Contractor will provide general professional services on an as-needed/as-instructed basis primarily during normal business hours: M-F 8:00 a.m. to 5:00 p.m. either remotely or on-site. However, vendor must be available 24 hours a day 7 days a week, including holidays.

Scope of work to be performed by contractor will be coordinated and managed by City of Rainier, Oregon administrative managers as designated by the Mayor and City Council.

### **Initial Assessment**

In coordination with the designated administrative managers, review the inventory, assess the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by tbd and each January 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

Within 60 days of the activation of the contract, vendor shall conduct an audit of the City of Rainier, Oregon information technology systems for compliance with the CIS Cyber Security policy. The vendor would deliver a report of the results of said audit to the City of Rainie, Oregon and work with designated City of Rainier, Oregon staff to ensure full and effective implementation of a City of Rainier, Oregon Cyber Security Policy.

### **A. Desktop Application Support**

Perform basic support functions as needed/requested, including the installation of PC's, laptops, tablets, printers, peripherals, and software. Contractor will diagnose and correct desktop applications issues, configure all computers for standard applications and identify and correct end user hardware problems and perform advanced troubleshooting.

### **B. Server and Workstation Administrative Services**

Manage computer network and associated hardware, software, communications and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the system. Monitor server performance and capacity management services. Ensure scheduled

preventive maintenance for equipment is promptly performed. Develop back-up plans and procedural documentation. The contractor shall be responsible for configuration management, including changes, upgrades, patches, etc.; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

### **C. Network Administration Services**

Maintenance and support of network equipment, including switches, firewalls, routers and other security devices. Installation and maintenance of printers, scanners, network devices and other computer peripherals. Analyze routine configuration changes and install software patches and upgrades as well as minor cabling if needed.

Complete proactive monitoring of network equipment including alert notifications to The City of Rainier, Oregon in the event of device failure. Network performance and capacity management services, and network troubleshooting. Maintain network documentation and procedures.

### **D. Email**

The contractor shall manage the email system and ensure domain names are maintained properly. As needed and as determined by the City of Rainier, Oregon, the contractor may be responsible for adding, deleting or changing employee email accounts and ensure that each email account is working efficiently and effectively free of uninterrupted errors, and ensure that each individual email account can maintain ample server space.

### **E. Security and Backup Efforts**

Ensure that all servers, desktops and laptops are protected by antivirus software and that adequate firewalls are in place to prevent unwanted intrusion into the City of Rainier, Oregon's computer network system. Systems shall be designed to notify City of Rainier, Oregon when system securities are breached and or when system hardware is not operating efficiently. The contractor shall perform security audits as requested and notify City of Rainier, Oregon immediately of suspected breach of security or intrusion detection.

A backup system shall be established to prevent loss of data and functionality as well as reduce downtime.

The consultant shall configure City of Rainier, Oregon's system to enable remote access in a secure environment and provide remote access administration as requested by the City of Rainier, Oregon.

### **G. Planning**

The contractor shall engineer, plan and design services for major system enhancements, including installations and upgrades of new and existing systems. Examples include major server upgrade, storage system upgrades, redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchases of hardware, software and technology needs. Install new servers, software and hardware and transfer data when acquired. Strategic planning, design and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema design, installation of core network devices, etc.

### **G. On Demand Response**

The contractor shall offer on-demand response to the City of Rainier, Oregon's IT requests. The contractor shall have access and be available during the City of Rainier, Oregon's normal business hours. It is expected that contractor is to perform maintenance service after hours and on weekends in situations which would least likely disrupt daily operations. Specific times and dates shall be coordinated with the designated administrative manager.

### **H. Confidentiality**

Confidentiality of computer information and data is vital. The selected contractor and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law.

### **I. Not Included**

The contract to be awarded does not obligate City of Rainier, Oregon to purchase computer equipment, hardware devices, cabling, licenses, software, etc. from the successful vendor. *Replacement parts are not part of this contract.* The scope also does not include computer equipment and networks not owned by City of Rainier, Oregon.

### **J. SUBMISSION REQUIREMENTS**

City of Rainier, Oregon is requesting that the proposal submitted address the subjects with specificity. We are looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective informational technology system. Due to the nature of this proposal, it is requested that each proposal be brief and to the point and consist of no more than ten pages. Each proposal shall provide the following information:

#### **Contents of Proposal**

Proposals must include but need not be limited to the following information

- A proposal describing your qualifications and outlining service solutions
- A breakdown of rates and fees for services to be provided including server and desktop management solutions.
- References complete with contact names and telephone numbers
- A completed and signed "Affidavit of Non-Collusion"
- Proof of liability insurance in the amount of \$2,000,000

**1.1 Non-Exclusive Provider Status.** Contractor shall be the non- exclusive provider of Information Technology Services to supplement in-house Information Technology Services to the City of Rainier, Oregon.

Contractor shall be responsible for all personnel actions including hiring, training, supervision.



## **SECTION 2. PERFORMANCE STANDARDS AND COVENANTS**

### **2.1 General Standards and Covenants.**

**2.1.1 Licenses.** Contractor obtain and maintain throughout this Contract all licenses required by the State of Oregon, the City of Rainier, Oregon and/or Columbia County to operate a business or provided the services herein.

**2.1.2 Safety.** Contractor shall provide for safety of persons and property while it is providing the services and observe the safety provisions of applicable laws and regulations.

**2.2 City of Rainier, Oregon Oversight; Contractor Cooperation.** Contractor and its onsite management and supervisory personnel shall take general instructions and directions from City of Rainier, Oregon designated representative while performing Services. Contractor and its employees and agents shall fully cooperate with the City of Rainier, Oregon designated representatives with regard to providing the services.

### **2.3 Notice to Perform Services; Cancellations; Failure to Perform.**

**2.3.1 Notice to Perform.** City of Rainier, Oregon will make every effort to give Contractor sufficient advance notice of events requiring Contractor's services, but not less than seventy-two (72) hours advance notice shall be given.

**2.3.2 Cancellations.** City of Rainier, Oregon shall incur no liability to Contractor for failure to deliver notice of cancellations.

**2.3.3 Failure to Perform.** If, for any reason, Contractor fails to perform the Services as requested by City of Rainier, Oregon, or as required by this Contract, City of Rainier, Oregon shall have the right to engage the services of another party to perform the Services required.

### **2.4 Access to City of Rainier, Oregon facilities; Use of City of Rainier, Oregon facilities and equipment by Others or for Unrelated Purposes Prohibited.**

**2.4.1 Access for Contractor, its Employees and Vendors.** City of Rainier, Oregon will specify where and how Contractor, and its employees and vendors will enter the City of Rainier, Oregon facilities. Contractor and its employees shall have access to designated areas in the City of Rainier, Oregon, only during scheduled hours of operation. Contractor shall have reasonable access to City of Rainier, Oregon administrative offices and other City of Rainier, Oregon facilities to conduct normal business activities required by this Contract; however, Contractor and its employees shall not have access to other City of Rainier, Oregon facilities and property unless specifically approved by City of Rainier, Oregon managers or staff.

**2.4.2 Use of City of Rainier, Oregon facilities, property, and equipment by Others or for Unrelated Purposes Prohibited.** Contractor shall not use or permit anyone else to use any City of Rainier, Oregon facilities, property, or equipment for activities unrelated to the services provided herein. Contractor shall not use or permit any other person or entity to use any City of Rainier, Oregon facilities, property, or equipment for any purpose, without City of Rainier, Oregon prior written approval.

### **2.5 Management and Supervision**

**2.5.1 Contractor's Office.** In order to effectively provide management and supervision, Contractor shall maintain a staffed central office in the region.

**2.5.2 Onsite Manager.** Contractor shall select a manager to provide general supervision of the services. City of Rainier, Oregon shall have final approval of person selected as the manager.

**2.6.4 Advertising; City of Rainier, Oregon Intellectual Property.** Contractor shall not advertise or permit advertising in any manner, including but not limited to, advertisement of suppliers, except as approved by the City of Rainier, Oregon. Contractor shall not, directly or indirectly, use the trademarks, symbols or trade name(s) of the City of Rainier, Oregon for any purpose, without the prior written approval of the City of Rainier, Oregon. Contractor may not identify the City of Rainier, Oregon as a business location on business cards.

**2.6.5 Political Activity Prohibited.** Neither Contractor, nor its employees, agents or personnel shall distribute campaign or political literature or conduct any political activities in the City of Rainier, Oregon.

## **2.6 Personnel**

**2.6.1 Contractor's Personnel.** Contractor shall select, employ, train, and furnish personnel who are proficient, productive, and courteous to staff and patrons. Contractor shall discipline, and if necessary, remove any person who fails to abide by the policies and guidelines established by Contractor or City of Rainier, Oregon.

Contractor shall exercise reasonable control over the conduct, demeanor and appearance of its employees and ensure they abide by all instructions, regulations and procedures established by the City of Rainier, Oregon. Contractor shall take necessary steps to ensure that all employees meet City of Rainier, Oregon minimum hygiene and appearance standards. City of Rainier, Oregon shall have the right to request Contractor to remove from any event employees who fail to meet these minimum standards.

**2.6.3 City of Rainier, Oregon Rights.** City of Rainier, Oregon reserves the right to evaluate the performance of personnel and to require Contractor to remove individual personnel from City of Rainier, Oregon property immediately, if such action is required in order to protect the interests of City of Rainier, Oregon.

## **2.7 Wage Laws; Workers Compensation.**

(a) Contractor shall pay its employees not less than the applicable State of Oregon minimum wage rate. All wages, payroll functions and payroll expenses such as federal and state unemployment insurance taxes and worker's compensation insurance shall be paid by Contractor.

(b) Contractor shall comply with all state and federal Wage and Hour laws and all California and Federal laws and regulations governing employment and conditions of employment. Contractor shall comply with the Oregon Workers' Compensation Act as applicable to its employees.

**2.7.1 Equal Opportunity.** Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices.

## INFORMATION TECHNOLOGY SERVICES

### TERMS AND CONDITIONS OF PURCHASE ORDER -- CITY OF RAINIER, OREGON

1. General.
  - a) This is a government agreement. The terms are not changed by any words added by Vendor, nor superseded because of any form used by Vendor in the course of business. Any change in terms must be agreed to by an authorized representative of the City of Rainier, Oregon in writing. Acceptance by the City of Rainier, Oregon of goods, materials or services is not an acceptance of Vendor's other terms.
  - b) As used herein, "City" means the City of Rainier, Oregon and its representative who is authorized to issue this Agreement ("Agreement"). The term "Vendor" means the seller or contractor who agrees to furnish all goods and services subject to the terms and conditions of this Agreement, and includes its employees, representatives, subcontractors and agents.
  - c) This Agreement becomes valid only when duly executed or approved and when the City of Rainier, Oregon has issued a valid Purchase Order Number. The City of Rainier, Oregon's issuance of a Purchase Order Number is the only authorization which will be recognized by the City of Rainier, Oregon to allow the Vendor to begin action on this Agreement and for charges to its account.
  - d) As used herein, "Agreement" means the Purchase Order Requisition, this Agreement and Purchase Order Terms and Conditions and any written documents incorporated by specific reference. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. In case of a conflict, these Purchase Order Terms and Conditions shall strictly prevail over the terms of any other document which is a part of this Agreement.
  - e) This Agreement is entered into in the city of Rainier, Oregon and governed by and construed according to the laws of the State of Oregon.
  - f) Vendor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations.
  - g) Time is strictly of the essence in this Agreement.

- h) The City of Rainier, Oregon's waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.
- i) Vendor shall not assign or transfer this Agreement or any rights in this Agreement without the prior written consent of the City of Rainier, Oregon, which may be withheld in the City of Rainier, Oregon's sole discretion.
- j) City of Rainier, Oregon may terminate this Agreement, or any part thereof, for any cause or without cause upon fifteen (15) calendar days' written notice to Vendor.

2. Invoices.

- a) Each invoice under this Agreement shall contain, at a minimum, the following information: the Purchase Order Number, whether the invoice covers complete or partial delivery or performance, a specification of the goods and services furnished according to the prices stipulated and in a format acceptable to the City of Rainier, Oregon, and applicable tax as a separate line item.
- b) Vendor shall be paid upon approval of proper and acceptable invoices for material and services accepted by the City of Rainier, Oregon.
- c) No invoice shall be issued prior to receipt and acceptance of material and services by City of Rainier, Oregon.
- d) City of Rainier, Oregon does not authorize and shall not pay interest charges.
- e) No invoice shall be paid prior to the submittal by Vendor of a W-9 form, Taxpayer Identification Number and Certification.

3. Inspection and Acceptance. All material ordered and all services performed are subject to final inspection and acceptance by the City of Rainier, Oregon in its sole discretion. City of Rainier, Oregon may reject and return at Vendor's expense all materials and articles not conforming to this Agreement. Vendor shall bear all risks as to rejected material and services after notice of rejection. City of Rainier, Oregon shall rely on Vendor to correct, at no additional costs, all material and all services which are rejected by City of Rainier, Oregon as not meeting applicable standards or the requirements of this Agreement.

4. Indemnity. Vendor agrees to indemnify, hold harmless, and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City of Rainier, Oregon, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or any injury caused by, any product purchased herein, or any acts, errors

or omissions, including, without limitation, professional negligence of Vendor. This agreement to indemnify includes, but is not limited to personal injury (including death at any time) and damage to property (including, without limitation, contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, corporations or Vendor.

5. Special terms applicable to all Agreements for goods and material provided to City of Rainier, Oregon.
  - a) Vendor agrees to prepay transportation charges and to show them separately on all invoices.
  - b) Title to all material furnished under this Agreement shall pass to the City of Rainier, Oregon on delivery and loading of material at the F.O.B. point designated in this Order.
  - c) All goods, material and equipment ordered, except as otherwise noted in this Order, shall be delivered in a new and unused condition.
  - d) All vehicles and automotive equipment furnished under this Agreement/Purchase Order shall meet all requirements of the Oregon Vehicle Code and regulations of the Federal Department of Transportation.
  - e) Vendor shall transfer to City of Rainier, Oregon the manufacturer's warranty or guarantee for each item furnished, in full force and effect as of the day the City of Rainier, Oregon commences operation and use of the item. Where applicable, City of Rainier, Oregon shall be named as owner-beneficiary of such warranty or guarantee. In addition, Vendor warrants that all material and goods provided under this Order are free from defects in material and workmanship.
  - f) If there is a patent defect in material that goes uncorrected after 10 calendar days' notice, or a shorter time in the case of an emergency demanding immediate action, City of Rainier, Oregon may make the necessary replacements or repairs and charge Vendor the total cost of labor, material, equipment and administration. The City of Rainier, Oregon may withhold from Vendor an amount for these costs and recover any balance from Vendor.
  
6. Special terms applicable to all Agreements for services provided to City of Rainier, Oregon:
  - a) Proof of Insurance. Prior to performance of services, Vendor shall provide insurance certificates and endorsements to City of Rainier, Oregon evidencing coverage required under this paragraph and indicating that City of Rainier, Oregon will be notified no fewer than 30 days prior to any cancellation or reduction in coverage.
  - b) Insurance Requirements. Vendor shall, at its own expense, carry and maintain, during the period of performance: State required Workers' Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$1,000,000, per occurrence, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$2,000,000 and on which City of Rainier, Oregon, its employees, agents and volunteers and the City, its Councilmembers, commissioners, officials, officers, employees, agents and volunteers are named as additional insureds.
  - c) Vendor shall not perform work on City of Rainier, Oregon owned property until so authorized in writing by the City of Rainier, Oregon.

d) Vendor is an independent contractor and not an employee or agent of the City of Rainier, Oregon and shall furnish such services in its own manner and method except as required by this Agreement. Vendor's employees, subcontractors or agents shall not, under any circumstances, be considered employees of City of Rainier, Oregon. Vendor has and shall retain the right to exercise full control over employment, direction, compensation and discharge over all persons engaged in performance under this Agreement. Vendor shall be solely responsible for and shall indemnify, defend and save City of Rainier, Oregon harmless from all matters relating to the payment of its employees, including, but without limitation, deductions, withholding, wages, salaries, benefits, taxes and regulations of any nature whatsoever.

7. Special additional terms applicable to software licenses and software maintenance, authorized by either the City of Rainier, Oregon, and to equipment lease and equipment maintenance:

The form of software license, software maintenance, equipment lease and equipment maintenance attached to this Agreement, when approved as to form are incorporated as a part of this Agreement, are agreed to by the City of Rainier, Oregon, and shall take precedence over all of the terms and conditions of this Agreement.

8. Non-discrimination and Equal Employment Opportunity Practices Provisions:

a) Vendor certifies and represents that, during the performance of this Agreement, the Vendor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in applicable federal, state, and local statutes and regulations. Vendor further agrees that it will not maintain any segregated facilities.

b) Vendor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of the contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in applicable federal, state, and local statutes and regulations.

c) Vendor shall, if requested to so by the City of Rainier, Oregon, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in applicable federal, state, and local statutes and regulations

d) If requested to do so by the City of Rainier, Oregon, Vendor shall provide the City of Rainier, Oregon with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- e) Nothing contained in this Agreement shall be construed in any manner to require or permit any act which is prohibited by law.
  - f) Vendor shall include these provisions in each of its subcontracts under this Agreement.
9. No conflict. Vendor hereby represents warrants and certifies that no officer or employee of the Vendor is a director, officer or employee of the City of Rainier, Oregon, or a member of any boards, commission or committees, except to the extent permitted by law.
10. Maintenance and Inspection of Records. The City of Rainier, Oregon, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Vendor's records to the extent the City of Rainier, Oregon deems necessary to insure it is receiving all money to which it is entitled under this Agreement and/or is paying the amounts to which Vendor is properly entitled to under the Agreement or for other purposes relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least 3 years after the termination of the Agreement. The Vendor shall, upon request, promptly deliver the records to the City of Rainier, Oregon or reimburse the City of Rainier, Oregon for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Rainier, Oregon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR STATE OF OREGON, COUNTY OF COLUMBIA, CITY OF  
RAINIER

\_\_\_\_\_, being first duly sworn deposes

and says that he/she is \_\_\_\_\_  
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of \_\_\_\_\_  
(Insert name of bidder)

who submits herewith to the City of Rainier, Oregon a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Rainier, Oregon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Pasadena, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury that the above information is correct

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Vendor List Questionnaire (Form AA-1)**  
**Affidavit of Equal Opportunity Employment & Non-segregation**

In order to be placed to the City's vendor list and be eligible to receive City business, you must provide the following information except where indicated as "optional". By submitting this form, you are declaring under penalty of perjury under the laws of the State of Oregon and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company \_\_\_\_\_ Business Telephone \_\_\_\_\_

Address \_\_\_\_\_ Fax number \_\_\_\_\_  
(Optional)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ E-mail Address \_\_\_\_\_  
(Optional)

Tax ID Number (or Social Security Number) \_\_\_\_\_

Remit Address (if different) \_\_\_\_\_

Please state clearly and concisely the type(s) of goods and services your company provides:

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