



City of Lake Oswego
Request for Proposals
Website Redesign and Hosting

Proposals Due:	Not later than 2:00:00 P.M. October 28, 2026 Late proposals will not be accepted or considered.
Submit Proposals to:	Proposals shall be accepted via email at tramirez@lakeoswego.city
Direct Questions to:	Procurement Contact: Teo Ramirez, Management and Program Analyst Email: tramirez@lakeoswego.city Phone: 503-675-2543 Deadline for Questions/Solicitation Protests: October 14, 2026, not later than 5:00:00 P.M. Pacific Time

Pre-Qualification:

☐ Required ☒ Not Required

Pre-Proposal Conference:

No pre-proposal conference will be held for this solicitation.

RFP Availability:

This RFP is available electronically through the [City's bid management system](http://www.lakeoswego.city/bids) www.lakeoswego.city/bids. Future notices regarding this solicitation, including solicitation addenda, will be posted to the [City's bid management system](http://www.lakeoswego.city/bids). This RFP may also be viewed at Lake Oswego City Hall, 380 A Ave., Lake Oswego, OR 97034.

Proposal Opening:

Proposals will be opened at 2:05 p.m. on the date proposals are due. Opening will be held at the 3rd floor Passport Counter located at 380 A Ave. Lake Oswego, OR 97034

Proposal Documents:

Request for Proposals Website Redesign and Hosting

Attachment A: Form of Proposed Contract

Attachment B: Proposer Information Form/Certifications

Attachment C: References

1 Introduction

The City of Lake Oswego (City) is seeking proposals from qualified and experienced firms, vendors, service providers, or consultants for website redesign, content management system implementation, hosting, migration support, training, maintenance, and ongoing technical/customer support services (the "Project").

The City's expectation of the service provider that the City contracts with is that the service provider's values align with the City's values of highly ethical conduct, fiscal responsibility, and respect for the City and others.

The City intends to award a single contract as a result of this RFP. The initial project term will cover website redesign, implementation, migration, launch, training, and related project support. The contract term will be one year with options to renew for four additional one-year terms. Renewal terms are anticipated to apply primarily to hosting, maintenance, customer service/technical support, and related ongoing services.

1.1 About the City

The City of Lake Oswego provides municipal services to residents, businesses, visitors, and community partners. The City is a full-service municipality serving a population of 41,149. Departments include City Manager's Office, City Attorney's Office, Police, Fire, Public Works, Library, Community Development, Parks & Recreation, Human Resources, Finance, Municipal Court, and Information Technology. The City's public-facing website is a primary service delivery, communication, transparency, and records access tool. The new website must support a modern public experience while also providing City staff with a sustainable governance model and content management tools that are practical for day-to-day use.

1.2 Project Background

The City is replacing its current unsupported, in-house Drupal website/content management system and aging server infrastructure with a modern vendor-hosted website and Content Management System (CMS). The City is seeking a website that is accessible, easy to navigate, reliable, flexible, and maintainable by City staff without requiring routine HTML or developer expertise.

The City began a website content audit in January 2026 with approximately 9,000 active webpages, banners, and calendar events. Since beginning the audit, the City has deleted more than 6,000 items, primarily outdated webpages migrated from prior website projects or content that was more than five years old. The audit was intended to reduce outdated content before migration. Proposers should assume that most currently active pages and documents may need to be migrated, reorganized, or restructured as part of the project.

The current website content model is decentralized. Multiple employees from every department draft, edit, and post website content. Approximately 80 users across the City currently have access to edit various parts of the website based on department pages, assigned responsibilities, or functional roles. The City seeks vendor recommendations on website content governance, including role-based permissions, review workflows, accessibility compliance, brand standards, and tools that prompt timely page review.

The City is platform neutral and is not prescribing a specific CMS. As further described in Section 3.4, proposers should recommend the CMS/platform they believe best meets Lake Oswego's needs and explain how the proposed platform works with existing systems, how it integrates or interoperates with third-party tools, and how well it "plays with others."

The City is not making a project budget available. Proposers should submit a complete and realistic price proposal as described in Section 3.4 based on the scope, assumptions, approach, and timeline described in their proposal.

1.3 Timeline/Deadlines

ACTIVITY	DATE
Issuance of Request for Proposal	September 30, 2026
Pre-proposal Conference	None. No pre-proposal conference will be held.
Deadline for Questions/Clarifications/Protest of Solicitation Documents	October 14, 2026, not later than 5:00:00 P.M. Pacific Time
Proposals Due	October 28, 2026, not later than 2:00:00 P.M. Pacific Time
Competitive Range / Top Proposers Selected for Interviews	November 18, 2026
Deadline for Competitive Range Protest	November 25, 2026, not later than 5:00:00 P.M. Pacific Time
Interviews / Presentations	November 30 – December 3, 2026
Notice of Intent to Award	December 4, 2026
Deadline for Filing Protest of Award	December 11, 2026, not later than 5:00:00 P.M. Pacific Time
Anticipated Contract Start	December 15, 2026
Website Launch / Go-Live	No later than May 31, 2027

The City reserves the right to deviate from this schedule.

1.4 RFP Clarifications and Protests; Addenda

1.4.1 Informal Questions or Requests for Clarification

Any Proposer requiring clarification of the information provided in this solicitation may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the required form of communication. The deadline for submitting such questions is set forth in Section 1.3.

Any clarification or interpretation that changes or clarifies this RFP will be supplied only by written addendum. Oral statements or informal communications by City representatives are not binding on the City unless confirmed by written addendum.

1.4.2 Protest of Solicitation or Contract Documents

Any Proposer wishing to request changes, or to protest, this RFP or any provision, specification, or contract term contained in the solicitation documents, must submit such protests or change requests to:

Teo Ramirez

380 A Ave

PO BOX 369

Lake Oswego, OR 97034

Phone: 503-675-2543

Email: tramirez@lakeoswego.city

The deadline for submitting such protests is set forth in Section 1.3.

1.4.3 Content of Solicitation Protest

The prospective Proposer's written solicitation protest must include all of the following:

- a) Sufficient information to identify the solicitation that is the subject of the protest;
- b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a Brand Name;
- c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- d) A statement of the desired changes to the Procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest.

1.4.4 Addenda

If the City determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, the [City's bid](#)

[management system.](#)

Addenda shall have the same binding effect as though contained in this RFP. The Project Manager shall issue all addenda not less than five days prior to the submission deadline.

Statements made by the City's representatives are not binding on the City unless confirmed by a written addendum.

1.5 Modification or Withdrawal of Proposal

A proposal may not be modified, withdrawn, or canceled by the proposer for 90 calendar days following the time and date designated for the receipt of proposals. Proposals submitted before the proposal due date may only be modified or withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, prior to the proposal due date and time. Written requests for withdrawal must be so worded as not to reveal material contents of the original proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided that they are then fully in conformance with the RFP.

2 Scope of Work

The selected Contractor shall perform the services and provide the deliverables and capabilities described in this Scope of Work. This section establishes the required work and outcomes of the Project. Instructions regarding the information Proposers must provide to demonstrate how they will perform the work are included in Section 3.4. The selected Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods and services described in this Scope of Work.

2.1 Project Management

- Develop a detailed implementation plan and project schedule that includes project phases, deliverables, dependencies, decision points, City responsibilities, and meeting cadence.
- Designate a single project manager or primary point of contact who will work directly with the City's project manager and internal project team through the duration of the project and post-launch support.
- Provide clear issue tracking, risk management, decision logs, and change management processes.
- Identify City staff time and decision-making needs for each phase of the project.
- Provide a launch plan and a post-launch support/burn-in period for issues within the original scope at no additional charge.

2.2 Discovery, Website Assessment, and Current-State Analysis

- Review the current website, content audit status, analytics, user behavior data, site structure, content types, templates, workflows, and technical constraints.

- Assess the current content inventory and provide recommendations for migration, restructuring, archiving, and deletion of content.
- Identify opportunities to improve navigation, accessibility, search, content governance, design consistency, page performance, and the staff editing experience.
- Gather and incorporate input from City staff and, where appropriate, public users or other stakeholders at agreed project stages, and document how that input informs recommendations and decisions.

2.3 Information Architecture and Site Mapping

The selected Contractor shall assess, develop, validate, document, and implement a recommended information architecture and sitemap for the City website.

- Analyze the City's existing content inventory, website analytics, internal search data, user behavior, high-demand services, accessibility needs, and content governance structure.
- Develop a recommended sitemap and information architecture tailored to the City's services, audiences, departments, and long-term content maintenance capacity.
- Organize content to make high-demand services and information easy to locate while reducing duplication, outdated content, unnecessary navigation levels, and inconsistent labeling.
- Balance task- and service-based navigation with department ownership, public search behavior, accessibility, and content maintenance responsibilities.
- Validate the proposed sitemap through City staff review, stakeholder input, user testing, card sorting, tree testing, or another mutually agreed validation method.
- Develop recommendations for navigation labels, taxonomy, metadata, URL structure, redirects, archived content, and content that should be consolidated, rewritten, or excluded.
- Deliver the approved sitemap, information architecture documentation, taxonomy recommendations, and redirect strategy in formats that can be maintained by the City, and implement the approved structure in the selected CMS/platform.

2.4 Website Design and User Experience

- Develop a modern, accessible, mobile-responsive public website design consistent with City brand standards and public-sector usability best practices.
- Provide wireframes and/or prototype designs for the homepage, department and landing pages, interior content pages, project pages, calendar and event pages, news and announcements, and other key templates. Refine designs based on City feedback.
- Implement intuitive navigation, breadcrumbs or comparable navigational aids, and a responsive design that works across current industry-standard browsers and devices.
- Provide a design system or web style guide that enables City staff to maintain consistent tone, layout, brand standards, and accessibility standards after launch.
- Provide controlled custom content modules or custom-code capabilities when needed, and configure permissions, design controls, accessibility controls, and security controls to prevent unauthorized custom code or inconsistent implementation.

2.5 Content Management System and User Governance

The City's current website governance model is decentralized, with approximately 80 users across departments and functional roles who can edit various parts of the website. The selected Contractor shall provide and configure a CMS and governance model that maintains practical department-level ownership while improving consistency, accessibility, brand compliance, content review, and user accountability.

- Provide and configure role-based permissions, workflow options, approval routing, publishing controls, page ownership, audit history, versioning, and the ability to restore prior versions.
- Develop and document a long-term website governance model, including recommended team structure, editor roles and permissions, approval workflows, quality-control responsibilities, accessibility review, and ongoing accountability after launch.
- Configure the CMS and design system to support WCAG 2.2 Level AA, City brand standards, content quality, and consistent page layouts across decentralized users.
- Provide automated or prompted page-review functionality, including review dates, content-owner notifications, stale-content reporting, and escalation options.
- Provide WYSIWYG or comparable editing capabilities that allow City staff to create and maintain pages without routine HTML or CSS knowledge.
- Restrict advanced editing and custom-module capabilities to authorized users and configure controls to prevent inconsistent design, accessibility, security, or maintenance issues.
- Provide media and document management capabilities, including document search, replacement and update workflows, duplicate-file identification, and reporting on unused media when supported by the selected platform.
- Provide quality-assurance functionality for broken links, accessibility issues, metadata, SEO basics, content consistency, and other available quality checks, and coordinate those functions with the City's use of Siteimprove.
- Implement Microsoft Entra ID single sign-on or another City-approved identity management method, including user provisioning and deprovisioning and least-privilege access.

2.6 Content Migration and Restructuring

The selected Contractor shall develop and implement an approved content migration and restructuring plan. The work shall use a fully vendor-owned or mixed vendor/City approach that recognizes the City's limited staff capacity.

- Develop a task-level responsibility matrix identifying Contractor responsibilities, City responsibilities, required decisions, review points, and estimated City staff time.
- Map, clean, restructure, migrate, test, and obtain approval for applicable website content.
- Migrate the agreed webpages, documents, calendar events, banners, images, media, project pages, metadata, redirects, and other approved content types.
- Perform quality control on migrated content, including accessibility remediation, link testing, metadata validation, formatting cleanup, and user acceptance testing.
- Identify and appropriately treat content that should be archived, consolidated, redirected, rewritten, or excluded from migration.

- Document migration decisions, exceptions, unresolved issues, redirect mappings, and the disposition of content excluded from migration.
- Coordinate City review and approval cycles, minimize the staff time required from the City, and provide a final migration completion and quality-control report.

2.7 Accessibility

- Ensure that the implemented website design, templates, components, navigation, CMS-generated output, and applicable migrated content meet WCAG 2.2 Level AA.
- Conduct automated testing, manual testing, keyboard testing, and assistive-technology testing before go-live.
- Remediate accessibility defects identified during design, development, migration, testing, and pre-launch review.
- Provide and configure ongoing accessibility monitoring and remediation tools, including Siteimprove, built-in CMS checks, or comparable approved tools.
- Configure available authoring controls to prompt or prevent common accessibility issues, including missing alternative text, improper heading structure, inaccessible links, insufficient color contrast, inaccessible documents, and noncompliant embedded content.
- Provide accessible templates, components, documentation, and training materials for City staff.
- Provide a testing environment for City review and public-facing accessibility or usability testing before go-live.
- Provide accessibility testing results and documentation identifying the standards, tools, test methods, findings, and completed remediation.

2.8 Hosting, Security, and Performance

- Provide reliable hosting services appropriate for a public municipal website.
- Provide a Service Level Agreement guaranteeing at least 99.9% annual uptime for the production website, excluding only scheduled maintenance that is defined, limited, and communicated in accordance with the Service Level Agreement. The Service Level Agreement shall identify the uptime calculation methodology, permitted exclusions, reporting requirements, remedies, and service credits.
- Provide hosting architecture with appropriate redundancy, backup, disaster-recovery, incident-response, and data-breach procedures.
- Document data residency, backup hosting locations, and whether any City data or support access is handled outside the United States.
- Provide separate production and non-production environments, including at least one testing or staging environment.
- Maintain appropriate performance during regular and high-traffic periods using caching, load management, content-delivery networks, or comparable solutions.
- Provide documented backup frequencies, retention periods, recovery-point objectives, and recovery-time objectives.

- Use encryption, secure web connections, rotating API keys where applicable, least-privilege access, vulnerability management, patching, and DDoS mitigation appropriate for a public municipal website.
- Provide United States-based live technical support and after-hours emergency support in accordance with the agreed Service Level Agreement.
- Provide periodic uptime, incident, backup, maintenance, security, and service-performance reporting.

2.9 Integrations, Interoperability, and Existing Systems

The selected Contractor shall implement, configure, or support connections between the selected CMS/platform and the City systems identified below. Connections may include APIs, embedded content, single sign-on, hosted forms, redirects or links, feeds, export/import processes, or other City-approved methods. The selected Contractor shall document each connection, dependency, limitation, third-party cost, security consideration, and City responsibility.

Current City platforms include:

- Laserfiche - records repository, forms, and management of City Council meeting minutes and agendas.
- myEmma - e-newsletters and email communications.
- ActiveNet - Parks and Recreation registration and related services.
- LINCC - library system/catalogue.
- FlashAlert through Clackamas County - alerts and emergency communications.
- Siteimprove - analytics, accessibility, quality assurance, and content improvement functions.
- GIS/maps and custom City map tools, including the current City Projects page at <https://www.ci.oswego.or.us/projects>.
- ArcGIS map functionality, including the Police Call Response Map at <https://www.ci.oswego.or.us/police/police-call-response-map>.
- Microsoft Entra ID or comparable City identity management for single sign-on and access management.
- Other systems used for online forms, payments, permitting, procurement and bid postings, calendars, social media sharing, or public communication tools as identified during discovery.

2.10 City Projects Pages and Map-Based Project Displays

The City currently uses custom-built maps on the City Projects page to display public information about land use, annexations, capital improvement projects, parks projects, planning projects, and other City work. The selected Contractor shall provide a solution that supports public-facing project pages and a map or comparable visual display of projects.

- Provide structured project-page templates supporting project categories, project status, filters, documents, contacts, public updates, and project archiving.
- Provide public display options that may include maps, lists, cards, tables, or other City-approved formats.
- Allow authorized City staff to manage project information through structured CMS fields without requiring custom development for each project.

- Support approved connections with GIS, ArcGIS, embedded maps, APIs, feeds, or other City-maintained data sources.
- Provide subscription or update-notification functionality for specific projects or project categories when included in the selected solution.

2.11 Website Features

- Provide robust public-facing search functionality. If AI-enhanced search is included, it shall be subject to City approval regarding privacy, data use, records, cost, accuracy, maintenance, and administrative controls.
- Provide news and announcement functionality that can dynamically display content on relevant pages based on category, department, or topic.
- Provide a calendar for meetings, events, and programs, including the ability for users to add events to personal calendars where feasible.
- Provide social-sharing links for public content. Unified social media management back-end functionality is not required unless included as an optional feature.
- Provide Frequently Asked Questions or knowledge-base style content that can be categorized by department, topic, or page.
- Support printable pages or print-friendly layouts where appropriate.
- Provide procurement and bid posting functionality, or another City-approved approach, that allows staff to post solicitations and notify interested parties when solicitations are updated.
- Provide a forms approach that recognizes Laserfiche as a primary forms platform and supports approved CMS-based forms for simple use cases, routing options, and coexistence with Laserfiche, TDX, Microsoft Forms, or other City tools.
- Provide sitewide language access or translation functionality, such as a language toggle, translation widget, multilingual content support, or another approved approach.
- Provide event pages with registration functionality or integration with event registration tools, including registration links or forms, capacity and waitlist information where applicable, and add-to-calendar functionality.
- Support embedded livestreams, recorded video, and public meeting or event video content, including accessibility features such as captions and transcripts.

2.12 Testing, Training, Go-Live, and Post-Launch Support

- Provide a testing environment and user acceptance testing process for City staff and public-facing user testing before launch.
- Conduct accessibility, security, performance, browser/device, content migration, integration, and regression testing before go-live.
- Provide in-depth professional training for key City staff, content creators, approvers, administrators, and governance leads.
- Provide self-service training resources such as video tutorials, documentation, quick reference guides, or webpages that City staff can access at any time.

- Provide launch support, DNS/redirect coordination support, go-live monitoring, and a post-launch stabilization/burn-in period.
- Provide ongoing maintenance, updates, backups, patches, technical support, and customer service for hosting and CMS-related services.

3 Proposal Format, Content, and Submission

3.1.1 Proposal Format

City proposal standards:

- a) Proposal includes a one-page cover letter as the first page of the proposal.
- b) Proposal Includes Attachment B.
- c) Proposal includes Attachment C.
- d) Proposal addresses all proposal-response requirements and evaluation criteria in the order presented in Section 3.4 and uses headings that correspond to each criterion.
- e) Proposal is 25 pages or less in length, not including reports, resumes, and like attachments.
- f) Proposal is prepared simply and economically, providing a straightforward and concise response to this RFP with emphasis on completeness and clarity of content.

Please do not include sales or promotional materials as part of proposal, unless requested.

3.2 Attachment B: Proposer Certifications and Representations

Each proposal shall include a completed and executed Attachment B: Proposer Certifications and Representations form. Acceptable forms of electronic signature include a scanned copy of a handwritten signature on each respective Attachment form or a signature made on each Attachment form using Adobe's Fill and Sign Digital Signature.

3.3 Proposal Content

Proposals shall include all designated mandatory requirements. Proposals lacking one or more of the following mandatory requirements will be deemed nonresponsive and will not be evaluated:

Proposals must affirm and demonstrate that:

- The proposed website design, templates, components, CMS-generated output, implementation services, testing, and applicable migrated content will meet WCAG 2.2 Level AA; and
- The proposed service level agreement will guarantee at least 99.9% annual uptime for the production website.

Proposals shall include the following:

- Cover Letter
- Attachment B: Proposer Certifications and Representations
- Attachment C: References
- Technical Proposal addressing the proposal-response requirements and evaluation criteria in Section 3.4
- Proposed service level agreement expressly committing to at least 99.9% annual uptime and addressing uptime measurement, exclusions, reporting, remedies, hosting, support, maintenance, incident response, response and resolution times, backups, disaster recovery, security, and data-breach procedures
- W-9
- Any exceptions or requested modifications to the Form of Proposed Contract

3.4 Proposal Response Requirements and Written Evaluation Criteria

Proposers shall organize their proposals in the order provided below. Each criterion identifies the information that must be included in the proposal and the factors the City will consider when assigning points. The WCAG 2.2 Level AA and 99.9% annual uptime requirements identified in Section 3.3 are pass/fail responsiveness requirements.

Written Evaluation Criteria	
Qualifications and Experience Proposal must include: • Three recently completed projects of comparable scope and complexity, including the client, website link, completion date, project scope, CMS/platform, hosting arrangement, migration volume, and major integrations. • Measures of success, evidence of results, and the role performed by the Proposer and proposed key staff on each project. • Experience with municipal or public-sector websites, accessibility, decentralized content governance, public records, content migration, and third-party integrations. • Names, roles, relevant experience, availability, and responsibilities of proposed key staff.	Maximum Points Available: 25
Price Proposal Proposal must include: • A not-to-exceed price for website redesign, implementation, migration, launch, training, and initial project support. • Separate annual costs for hosting, maintenance, licensing, customer service, and technical support, including renewal-year escalators for the full potential contract term. • Third-party costs, hourly rates, unit costs, optional services, assumptions, exclusions, and City responsibilities that may affect price.	Maximum Points Available: 20

Work Proposal Proposal must include: • Project understanding and the overall implementation approach. • A schedule identifying phases, deliverables, dependencies, decision points, City responsibilities, and estimated City staff time by phase. • The site mapping methodology, including the data, analytics, research, accessibility considerations, stakeholder input, validation methods, and public-sector practices that will inform recommendations. • The proposed treatment of navigation labels, service and audience pathways, taxonomy, metadata, URL structures, redirects, duplicate content, archived content, and content to be consolidated or excluded. • One representative sitemap, information architecture deliverable, or redacted excerpt from a comparable project. The example must demonstrate hierarchy, labeling, service or audience pathways, and the proposed level of documentation. A screenshot or link to a completed website, without the underlying sitemap or information architecture documentation, will not satisfy this requirement. • The CMS/platform, design, content governance, permissions, workflow, page-review, and staff editing approach. • A migration responsibility matrix, content-volume assumptions, included and excluded content types, quality-control process, and estimated City staff effort. • The accessibility testing and remediation approach, integration matrix, testing and training plan, launch and stabilization plan, key risks, mitigation measures, and contingency plans.	Maximum Points Available: 15
COBID Certification or Subcontractor / Supplier Utilization The City of Lake Oswego is supportive of the regional economy, and is committed to solicit and achieve racial, gender, veteran, and emerging small business equity in City procurements. This strategy will be implemented by either utilizing firms certified by the State of Oregon Certification Office for Business Inclusion and Diversity (COBID)¹ or firms that will plan and/or have used COBID subcontractors or purchased from COBID suppliers. If your firm or quote is eligible for points to be awarded based on COBID certification or utilization, please include one or more of the following: 1) Firm's COBID certification. 2) A utilization plan to employ COBID-certified subcontractors or purchase goods from COBID-certified seller of goods, then the plan shall be reviewed by the selection committee.	Maximum Points Available: 15

¹ COBID certifies firms based on rules promulgated in OAR 123-200-1000 et seq. COBID Webpage: <https://www.oregon.gov/biz/programs/COBID/Pages/default.aspx>

3) Documentation showing the percentage of COVID-certified subcontractors employed and/or the dollar value of goods purchased from COVID-certified suppliers during past six months.	
Communication and Availability Proposal must include: • The name, role, availability, and percentage of time committed by the proposed project manager and other key staff. • The proposed meeting, status-reporting, and decision-making cadence. • Project-management and collaboration tools and the processes for issue, risk, decision, and change management. • The escalation, conflict-resolution, launch-support, and after-hours communication approach.	Maximum Points Available: 10
References Proposal must include: • Completed Attachment C with references for at least three recent comparable projects. • Reference contact information that is current and permits the City to verify scope, schedule, budget, communication, implementation quality, hosting, and post-launch support.	Maximum Points Available: 10
Service Level Agreement / Hosting and Support The 99.9% annual uptime commitment is a pass/fail responsiveness requirement under Section 3.3. Proposal must include: • An express commitment and process to at least 99.9% annual uptime for the production website. • The uptime calculation, exclusions, monitoring, reporting, service credits, and other remedies. • Hosting architecture, redundancy, data residency, backup locations, and any support access outside the United States. • Backup frequency and retention, recovery-point objectives, recovery-time objectives, and disaster-recovery testing. • Incident severity levels, support channels, initial response targets, restoration or resolution targets, escalation procedures, and after-hours emergency support. • Maintenance, patching, vulnerability management, security controls, and data-breach notification procedures.	Maximum Points Available: 5

Written Evaluation Criteria	Total Points Available: 100
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Interview Evaluation Criteria	
Presentation and Demonstration Ability to clearly demonstrate the proposed CMS/platform, editing experience, governance tools, accessibility checks, project page/map capabilities, and hosting/support approach in a way that is understandable to technical and non-technical City staff.	Maximum Points Available: 20
Proposed Key Staff and Staff Experience (Capacity) Experience, availability, and capacity of the proposed project manager and key staff to complete the work within the City's timeline.	Maximum Points Available: 10
Philosophy and Approach Alignment with the City's goals for accessibility, service delivery, transparency, decentralized content management, content governance, maintainability, and user-centered design.	Maximum Points Available: 10
Responses to Questions and Fit with City Needs Quality, clarity, and practicality of responses to interview questions, including ability to address risks, tradeoffs, implementation details, cost assumptions, and City staff capacity.	Maximum Points Available: 10
Interview Evaluation Criteria	Total Points Available: 50

3.5 Proposal Submission

Proposals are due no later than the due date and time as set forth in Section 1 of this RFP and must be submitted via email to Teo Ramirez at tramirez@lakeoswego.city

It is the Proposer's sole responsibility to ensure that its proposal is submitted prior to the RFP closing date and time. The City will reject all late proposals. The City relies on the City's computer system's server clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a proposal.

3.6 Confidential Information

City is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires City to disclose all records generated or received in the transaction of City business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law.

Pursuant to ORS 279B.060(6), proposals will not be open for public inspection until the Notice of Intent to Award is issued. Thereafter, the City will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:

- a) Such pages shall be clearly marked “Confidential” on each page of the confidential document.
- b) Proposer shall separate confidential pages from its other proposal pages by providing the confidential pages to the City in a separate envelope or package.
- c) In its proposal, Proposer shall cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- d) Subsections (a) and (b) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document..
- e) Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the City will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (b) above and is determined exempt from Oregon Public Records Law

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the Clackamas County District Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the City will make reasonable attempts to notify the Proposer of the pending disclosure.

4 Proposal Evaluation and Award

4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the City will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Site Visits/Informational Activities

At any point before or after the opening of proposals, the City may conduct site visits, demonstrations, informational and group activities with Proposers for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation documents or to consider and respond to requests for modifications to the proposal requirements. The City will use procedures

designed to accord Proposers fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

4.3 Proposal Evaluation

The evaluation process of this RFP will be comprised of a written proposal tier (Tier 1) and an interview/presentation tier (Tier 2).

An Evaluation Committee, consisting of not less than three individuals, shall evaluate responsive proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The City may assign certain evaluators specific evaluation criteria in alignment with the evaluator's expertise.

4.3.1 Tier 1: Written Proposal Evaluation

- a) Each evaluator shall independently score proposals in accordance with the Evaluation Criteria.
- b) The City shall average the Tier 1 scores per category and then sum the category averages for a total written evaluation score for each proposal.
- f) Tier 1 includes the written Technical Proposal, Price Proposal, and other written evaluation criteria for a total of 150 possible points.

4.3.2 Establishment of the Competitive Range

- a) The City shall establish a Competitive Range after evaluating all responsive proposals in accordance with the Evaluation Criteria.
- b) The City anticipates establishing a Competitive Range which will consist of a minimum of three Proposers.
- c) The City shall then rank proposals in the Competitive Range.
- d) The City will notify Proposers of the Competitive Range. Notification will be posted through the [City's bid management system www.lakeoswego.city/bids](http://www.lakeoswego.city/bids).
- e) Proposers excluded from the Competitive Range may protest the City's evaluation and determination of the Competitive Range in writing and in accordance with OAR 137-047-0720. Proposers must submit such written protests to:

Teo Ramirez, Program and Management Analyst

Email: tramirez@lakeoswego.city

The deadline for submitting such protests is set forth in Section 1.3.

4.3.3 Tier 2: Invitation for Interview

- f) The City shall invite the Proposers in the Competitive Range to an interview with the Evaluation Team.
- g) Proposers within the Competitive Range will be notified of interview/presentation specifics no less than seven days prior the date of the presentation.
- h) The City anticipates that each interview will begin with a presentation and/or demonstration that may include staff from multiple departments, followed by interview questions and scoring.
 - a) Interview/presentations will be conducted.
 - b) No additions, deletions or substitutions may be made to proposals during the interviews/presentations that cannot be viewed as clarification.

4.3.4 Tier 2: Interview Evaluation

- a) Each evaluator will score the interview evaluation criteria.
- b) The City shall average the Tier 2 interview scores per category and then will sum the category averages for a total interview evaluation score for each proposal.
- c) The City will sum the Tier 1 total written evaluation score and the Tier 2 total interview evaluation score to achieve a final total score per proposal.

4.3.5 Best and Final Offers

At its sole discretion, the City may require Best and Final Offers.

At its sole discretion, the City may re-establish the competitive range, based on written and interview evaluation. If the City exercises this option, it will require Best and Final Offers from Proposers within the re-established Competitive Range.

In the event City requires Best and Final Offers, it shall establish a common date and time by which eligible Proposers must submit such Best and Final Offers. The City shall evaluate proposals as modified by the Best and Final Offer, and on the basis of the Evaluation Criteria.

If a Proposer does not submit a Best and Final Offer or a notice of withdrawal, the Proposer's original proposal shall be construed as its Best and Final Offer.

4.3.6 References

The City reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

4.4 Notification of Intent to Award

The City shall notify Proposers of its Intent to Award by e-mail.

4.5 Negotiation

- a) After the City has issued the Notice of Intent to Award, the City shall commence serial negotiations with the highest-ranked eligible Proposer.
- b) At any time during negotiations, the City may terminate negotiations with the highest-ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the City believes that:
 - i. The eligible Proposer is not negotiating in good faith; or
 - ii. Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- c) If the City terminates negotiations with an eligible Proposer, the City may then commence negotiations with the next highest-ranked eligible Proposer.
- d) The City reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the City.

4.6 Award of Contract

If the City awards a contract pursuant to this RFP it will award a contract to the responsible Proposer whose proposal the City determines in writing is the most advantageous to the City based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

5 Solicitation Terms and Conditions; Protest of Award

5.1 Proposer Cost of Response Preparation

Proposers shall bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The City is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

5.2 Submitted Materials are City Property

All material submitted for any portion of a proposal in response to this RFP, or during any tier of this solicitation, shall become the property of the City and will not be returned to Proposers.

5.3 Proposal Validity

Proposals shall remain valid for a period of 90 days following the proposal submission deadline.

5.4 Solicitation Cancellation, Rejection of a Proposal or All Proposals

The City may cancel the Procurement or reject any or all Bids in accordance with ORS 279B.100.

5.5 Preference for Recycled Materials

The City shall give preference for Recycled Materials as set forth in ORS 279A.125 if:

- a) The Recycled Product is available;
- b) The Recycled Product meets applicable standards;
- c) The Recycled Product can be substituted for a comparable non-recycled product; and
- d) The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5%, or a higher percentage if the City makes such a Written determination.

5.6 Performance Within State of Public Printing, Binding and Stationary Work (Required by ORS 282.210).

(1) Except as provided in subsection (2) of this section, all printing, binding, and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the state or any county, city, town, port district, school district, or other political subdivision thereof, shall be performed within the state. All requests for bids and all contracts for such work shall so stipulate.

(2) The work referred to in subsection (1) of this section may be performed outside the state if it is established that:

- e) The work cannot be performed within the state;
- f) The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or
- g) All bids for the work, or any part thereof, are excessive and not reasonably competitive.

5.7 Protests

5.7.1 Protest of Contract Award

A Proposer may protest the Intent to Award a contract may do so, provided:

- a) The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest is successful; and
- b) The reason for the protest is:
 - i. All higher-ranked proposals are non-responsive;
 - ii. The City has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
 - iii. The City has abused its discretion in rejecting the protestor's proposal as non-responsive or;
 - iv. The City's evaluation of proposals or the City's subsequent determination of Award is otherwise in violation of the City's Public Contracting Rules or the Public Contracting Code.

Address protest to:

PROTEST OF AWARD: RFP Website Redesign and Hosting

Teo Ramirez

380 A Ave

PO BOX 369

Lake Oswego, OR 97034

Phone: 503-675-2543

Email: tramirez@lakeoswego.city

1. All protests of Award must be in writing and physically received by the title of procurement official no later the deadline for submitting such protests set forth in Section 1.3.

2. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.

3. Protests not filed within the time specified in paragraph 1 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.

6 Contract Terms and Conditions

6.1 Contract Award and Term

The City intends to award a single contract as a result of this RFP.

The initial contract term will be one year. The City reserves the right to renew the contract for four additional one-year terms. Renewal terms are anticipated to apply primarily to hosting, maintenance, customer service/technical support, and related ongoing services after website launch.

6.2 City Contract

Proposers are advised to thoroughly review and familiarize themselves with the City sample standard contract incorporated as Attachment A.

The successful Proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A. If the Proposer objects to or requests changes or clarification any of the provisions in Attachment A, it must raise those as provided in Section 1.4.

Any contract resulting from this RFP shall be based on the RFP documents and in compliance with the City's Public Contracting Rules and the Public Contracting Code.

6.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

6.3.1 Insurance Certificates

Contractor will promptly provide Certificates of Insurance at the City's request.

Website Development and Hosting Agreement

This Website Development and Hosting Agreement (the “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between [WEBSITE DEVELOPER/HOST NAME], a [STATE OF ORGANIZATION] [TYPE OF LEGAL ENTITY] with offices located at [ADDRESS] (“**Provider**”), and the City of Lake Oswego, Oregon, a municipal corporation with offices located at 380 A Ave., Lake Oswego, Oregon 97034 (“**City**”).

WHEREAS, City wishes to procure from Provider the website design, development, and hosting services described herein, and Provider wishes to provide such services to City, each on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Action**” has the meaning set forth in Section 16.1.

“**Agreement**” has the meaning set forth in the preamble.

“**Allegedly Infringing Materials**” has the meaning set forth in Section 16.3.

“**Approved Third-Party Materials**” has the meaning set forth in Section 3.4.

“**City**” has the meaning set forth in the preamble.

“**City Indemnatee**” has the meaning set forth in Section 16.1.

“**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that City considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations, strategies, customers, pricing and marketing, and the terms and existence of this Agreement.

“**Content**” means any audio, visual, and audiovisual content, including illustrations, graphics, photographic images, music, sound effects, lyrics, narration, text, film, video, animation, characters, and interface layouts and designs, whether or not the same qualify for or are protected by any Intellectual Property Rights.

“**Content Materials**” means, collectively, all Content and all other information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code, and other materials provided to Provider by or on behalf of City hereunder, whether or not the same: (a) are owned by City, a third party, or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.

“Deliverables” means, as the context dictates, the Design Deliverables, the Development Deliverables or, collectively, the Design Deliverables and Development Deliverables.

“Design Deliverables” means all documents, work product, and other materials that Provider is required to deliver to City hereunder in connection with the Design Services, including those items designated under the heading “Design Deliverables” in the Scope of Work.

“Design Services” means the website design services described in the Scope of Work.

“Development Deliverables” means each separately deliverable portion of the Website and the final Website as a whole, each together with the Documentation therefor, and all other work product and other materials that Provider is required to deliver to City hereunder in connection with the Development Services, including those items designated under the heading “Development Deliverables” in the Scope of Work.

“Development Services” means the website development services described in the Scope of Work.

“Documentation” means all manuals, instructions, specifications, and other documents and materials, in any medium, that describe the functionality, components, features, or requirements of the Website, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“Effective Date” has the meaning set forth in the preamble.

“End User” means any individual who accesses or uses the Website via the internet.

“Fees” has the meaning set forth in Section 12.1.

“Force Majeure Event” has the meaning set forth in Section 18.1.

“Harmful Code” means any: (a) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise deprive City of its lawful right to use the Work Product.

“Hosting Environment” means, collectively, the Primary Hosting Environment and the Secondary Hosting Environment.

“Hosting Services” means the website hosting and related services set forth in Section 7 and Section 8 and described more fully in Schedule F.

“Initial Term” has the meaning set forth in Section 14.1.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Launch Date” means the date the Website is first available to End Users commercially through the Hosting Services.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Migration Period” has the meaning set forth in Section 14.5(b).

“Milestone” means an event or task described in the Scope of Work for which there is a corresponding date by which it must be completed in the Milestone Schedule.

“Milestone Schedule” means the schedule set forth in the Scope of Work setting out the dates by which the parties are required to achieve the Milestones.

“Minimum Service Levels” has the meaning set forth in Section 8.1.

“Non-Acceptance Notice” has the meaning set forth in Section 4.3(b)(i).

“Open Source Components” means any software components that are subject to any open source copyright license agreement, including but not limited to any GNU General Public License or GNU Library or Lesser Public License, or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative.

“Open Source License(s)” has the meaning set forth in Section 3.5.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Phase” means each distinct phase of Services specifically identified as such in the Scope of Work, at the completion of which Provider shall deliver Deliverable(s) to City as set forth in Section 4.1.

“Pre-Existing Materials” means all Content and any other information in any form or media, including documents, data, know-how, ideas, specifications, and software code, in which Provider owns all Intellectual Property Rights and that (a) were developed or otherwise acquired by Provider prior to the date of the request for proposal for the Services and (b) are identified as pre-existing materials in the Scope of Work.

“Pre-Integration Services” means, collectively, the Design Services, the Development Services, and all other related services Provider is required to provide under this Agreement.

“Post-Integration Services” means, collectively, the Hosting Environment, the Hosting Services, the Support Services, and all other related services Provider is required to provide under this Agreement.

“Primary Hosting Environment” means all servers, server software, hosting platforms, storage space, telecommunications connectivity and equipment, and other hardware, software, technology, and other materials Provider is required to, or otherwise does, use, provide, or provide access to as part of the routine day-to-day Hosting Services, as described in Schedule G, but specifically excluding the Secondary Hosting Environment.

“Provider” has the meaning set forth in the preamble.

“Provider Personnel” means all employees of Provider involved in the performance of Services hereunder.

“Renewal Term” has the meaning set forth in Section 14.2.

“Representatives” means Provider’s employees, and officers.

“Scope of Work” means the Scope of Work attached as Schedule A to this Agreement.

“Secondary Hosting Environment” means all servers, server software, hosting platforms, storage space, telecommunications connectivity and equipment, and other hardware, software, technology, and other materials Provider is required to, or otherwise does, use, provide, or provide access to for redundant Hosting Services, as set forth in Schedule G.

“Service Error” means a failure of the Hosting Services to perform in accordance with the Specifications.

“Service Level Failure” has the meaning set forth in Section 9.1.

“Services” means, collectively, the Design Services, the Development Services, the Hosting Environment, the Hosting Services, the Support Services, and all other services Provider is required to provide under this Agreement.

“Site Specification” means the specification document setting forth the design, content, features, functionality, technical, and other specifications for the Website, attached as Schedule B to this Agreement.

“Specifications” means the specifications for the Post-Integration Services set forth in Schedule F.

“Support Services” has the meaning set forth in Section 8.5

“System Ready Date” has the meaning set forth in Section 7.1.

“System Ready Notice” has the meaning set forth in Section 7.1.

“Term” has the meaning set forth in Section 14.2.

“Testing Period” has the meaning set forth in Section 4.3(a).

“Third-Party Materials” means Content and any other materials in any form or media, including but not limited to documents, data, know-how, ideas, specifications, and software code, in which any Person other than City or Provider owns any Intellectual Property Right, but specifically excluding Open Source Components.

“Usage Data” means any information regarding access to or use of the Website or any of its features or functionality, including information that is collected automatically through cookies or other tracking technology, whether or not such information does or is capable of identifying a single user, account, device, or organization.

“User Information” means any information that identifies, can identify or confirm the identity of, or is otherwise associated with, a specific individual or device, including information: (a) from which a specific individual or device can be located or contacted; or (b) that identifies a specific individual’s or device’s behavior on the internet, including use of the Website or other materials. User Information includes any of the information described in the preceding sentence that is provided by, through, or on behalf of City or the identified or identifiable individual, and information collected by or through the use of network or other tracking technology, including personally identifiable Usage Data.

“Website” means the website to be designed, developed, and hosted by Provider hereunder so that it is accessible at www.ci.oswego.or.us or such other address as City may specify from time to time during the Term.

“Website Content” means all audio, visual, audiovisual, and digital content and information provided by or on behalf of City or any End Users to be included on, or delivered by or through, the Website, including illustrations, graphics, photographic images, music, sound effects, lyrics, narration, text, film, data, video, animation, characters, interface layouts, designs, and downloadable software code, whether or not the same qualify for or are protected by any Intellectual Property Rights.

“Work Product” means the Website and all Deliverables, Documentation, Specifications, and other documents, work product, and materials related thereto, that Provider is required to or otherwise does create or provide to City in connection with the Services hereunder.

2. Engagement for Services and Project Management.

2.1 Engagement of Provider. City hereby engages Provider, and Provider accepts such engagement, to provide the Services, as described more fully in the Scope of Work and in Schedule F, in accordance with this Agreement. The Post-Integration Services shall commence following successful completion of the integration testing set forth in Section 4.4.

2.2 Project Management. Each party shall, throughout the Term and any Migration Period, maintain within its organization a project liaison to serve as such party’s primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services hereunder. Each project liaison is responsible for providing all day-to-day consents and approvals. Each party shall ensure its project liaison has the requisite organizational authority, and necessary skill, experience, and qualifications, to perform in such capacity. The parties’ initial project liaisons are identified in Schedule C. Each party shall use reasonable efforts to maintain the same project liaison in place throughout the Term. If either party’s project liaison ceases to be employed by such party or such party otherwise wishes to replace its project liaison, such party shall promptly name a new project liaison by written notice to the other party’s project liaison.

2.3 City Changes. City may, at any time during the Term, request in writing changes to the Scope of Work or Site Specification. The parties shall evaluate and, if agreed, implement all such changes. No changes will be effective unless and until memorialized in a written change order signed by both parties.

2.4 Use of Premises and Resources. Provider shall perform all Services on its own premises and using (a) servers and equipment that are solely owned, or otherwise controlled, and maintained by Provider and (b) the services of its own employees.

3. Provider Obligations for Pre-Integration Services.

3.1 Pre-Integration Services and Deliverables. Provider shall perform the Pre-Integration Services to design and develop the Website that fully conforms to the Site Specification, and provide all Deliverables to City on a timely basis in accordance with the Scope of Work and Milestone Schedule. Without limiting the foregoing:

(a) All Design Deliverables shall be subject to City's review and approval as set forth in Section 4.2; and

(b) All Development Deliverables and the Website shall be subject to the testing and acceptance procedures set forth in Section 4.3 and Section 4.4.

(c) All Documentation shall:

(i) include such information as is reasonably necessary to enable City's personnel to install, operate, use, and maintain and update the Website.

(ii) be provided in both hard copy and electronic form, in such formats and media as are set forth in the Scope of Work.

3.2 Provider Personnel Confidentiality and Proprietary Rights Agreements. Prior to any Provider Personnel performing Pre-Integration Services hereunder, Provider shall require such Provider Personnel to execute written agreements that bind such Provider Personnel to confidentiality provisions that are at least as protective of City's information as those contained in this Agreement and that include Intellectual Property ownership provisions that grant City ownership rights in the Work Product consistent with the provisions of Section 13.1. Upon City's request, Provider shall provide City with a copy of the executed original of each such agreement.

3.3 Subcontractors Not Permitted. Provider shall not engage any Person that is not an employee of Provider to perform Pre-Integration Services or provide Deliverables hereunder.

3.4 Third-Party Materials. Provider shall not include in the Website, and operation of the Website in accordance with the Site Specification and Documentation shall not require the use of, any Third-Party Materials, other than Third-Party Materials expressly approved in writing by City ("**Approved Third-Party Materials**"). Provider shall secure, at its sole cost and expense, all necessary rights, licenses, consents, and approvals necessary for City to use, as incorporated into or otherwise used in conjunction with the Website, perpetually and throughout the world, all Approved Third-Party Materials.

3.5 Open Source Components. Provider shall not include in the Website, and operation of the Website in accordance with the Site Specification and Documentation

shall not require the use of, any Open Source Components, except for any Open Source Components expressly approved in writing by City.

3.6 Time of the Essence. Provider acknowledges that time is of the essence with respect to Provider's obligations concerning the Pre-Integration Services and that prompt and timely performance of all such obligations in accordance with all timetables, Milestone Schedules, and other requirements, schedules, and deadlines in this Agreement is strictly required. Notwithstanding the foregoing, the Provider shall not be deemed in breach and shall not be liable for any delays caused by City's delay in performing its obligations as set forth in Section 5.1.

4. Delivery, Testing, and Acceptance for Pre-Integration Services.

4.1 Delivery. Upon completion of each Phase of the Pre-Integration Services, Provider shall deliver or otherwise make available to City the Deliverable(s) for such Phase in accordance with the delivery criteria set forth on Schedule D. Provider shall deliver:

- (a) all software in both object code and fully annotated source code; and
- (b) each Development Deliverable with complete Documentation therefor.

No Development Deliverable shall be deemed to have been delivered unless and until the Provider has provided all of the foregoing.

4.2 Design Deliverable Review and Approval.

(a) All Design Deliverables will be subject to the review and approval process set forth in Schedule D. Upon City's approval of the Design Deliverables, the Scope of Work and Site Specification shall be automatically updated to reflect and incorporate by reference the approved Design Deliverables.

(b) The Design Pre-Integration Services will be considered complete when City has approved in writing all Design Deliverables required under the Scope of Work. If Provider fails to complete the Design Pre-Integration Services on a timely basis in accordance with the Milestone Schedule, such failure will be deemed a material breach of this Agreement that is incapable of cure, for which City will have the right to terminate this Agreement in accordance with Section 14.3(b). The foregoing is in addition to, and not in lieu of, all other remedies that may be available.

4.3 Development Deliverable Testing and Acceptance. Upon City's receipt of each Development Deliverable:

(a) City will have fifteen days (“**Testing Period**”) to inspect and test such Development Deliverable to ensure that it conforms to the Site Specification and Documentation therefor.

(b) If City determines any Development Deliverable does not conform to the Site Specification or Documentation:

(i) City shall notify Provider in writing of such non-conformity(ies) (“**Non-Acceptance Notice**”).

(ii) Subject to the proviso set forth in Section 4.3 (c), following receipt of a Non-Acceptance Notice, Provider, at Provider’s sole cost and expense, shall remedy all non-conformities and re-deliver the Development Deliverable in accordance with the applicable requirements set forth in Schedule D as promptly as commercially possible and, in any case, within fifteen days.

(c) The parties shall repeat the process set forth in Section 4.3(a) and Section 4.3(b) until the Deliverable has been accepted as set forth in Section 4.3(d); provided, however, if Provider: (x) fails to re-deliver any Development Deliverable within the time period specified in Section 4.3(b)(ii) or (y) fails more than once to remedy a non-conformity, City will have the right, at City’s option, to:

(i) treat such failure as a material breach that is incapable of cure and terminate this Agreement in accordance with Section 14.3(b); or

(ii) accept the Development Deliverable as nonconforming, in which case the fees will be reduced equitably to reflect the value of the Development Deliverable as received relative to the value of the Development Deliverable had it conformed to the Site Specification and Documentation.

(d) Promptly upon completing acceptance testing, if City has determined that the Development Deliverable(s) conform to the Site Specification and Documentation therefor, City shall give Provider written notice of its acceptance of the Development Deliverable(s). Each Development Deliverable will in any case be deemed accepted by City upon the expiration of any Testing Period if City has not delivered a Non-Acceptance Notice prior thereto. Acceptance of any Development Deliverable will be subject to Integration Testing as set forth in Section 4.4.

4.4 Integration Testing. Notwithstanding City’s acceptance of any Deliverable, upon delivery of the final completed Website, City shall have the right to perform additional tests on each previously-accepted Development Deliverable to ensure full integration and compatibility with all elements of the Website. City shall perform such

testing, and Provider shall correct any nonconformities, in accordance with the procedures set forth in Section 4.3, as though each such Development Deliverable were delivered on the date of delivery of the final Website.

5. City Obligations Regarding Pre-Integration Services.

5.1 City Resources and Cooperation. City will be responsible for, on a timely basis in accordance with the Milestone Schedule:

- (a) providing the Content Materials and such other resources as may be specified in the Scope of Work;
- (b) participating in meetings scheduled on no less than seven days' prior notice and making its personnel readily available for such meetings; and
- (c) providing all consents, approvals, and exception notices.

5.2 Effect of City Delays. If City fails to perform any of its obligations set forth in Section 5.1 on timely basis, all subsequent due dates for Milestones set forth in the Milestone Schedule may be extended by Provider, by written notice to City, for up to a day-for-day basis for the length of City's delay, but no longer than necessary. Notwithstanding the foregoing, Provider shall use its best efforts to meet the dates specified in the Milestone Schedule without any extension. City's failure to perform its obligations on a timely basis will not be deemed a breach of this Agreement, and the foregoing constitutes Provider's sole remedy, and City's sole liability, for any such failure or delay.

6. Licenses.

6.1 Pre-Existing Materials License. Provider hereby grants to City such rights and licenses with respect to the Pre-Existing Materials that will allow City to use and otherwise exploit the Pre-Existing Materials to the same extent as if City owned them without incurring any fees or costs to Provider (other than the Fees set forth herein) or any other Person in respect of the Pre-existing Materials. In furtherance of, and without limiting, the foregoing, such rights and licenses shall:

- (a) be perpetual, worldwide, fully paid-up, and royalty-free;
- (b) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell, and offer to sell the Pre-Existing Materials, including all such modifications, improvements, and derivative works thereof; and
- (c) be freely assignable and sublicensable.

Provider reserves all rights in the Pre-Existing Materials not expressly granted to City herein.

6.2 Content Materials License. City hereby grants to Provider the limited, royalty-free, non-exclusive right and license to the Content Materials solely as necessary to incorporate the Content Materials into the Deliverables as described in the Scope of Work. The term of such license shall commence upon City's delivery of the Content Materials to Provider, and shall terminate upon City's acceptance or rejection of the Deliverable(s) incorporating such Content Materials. Subject to the foregoing license, City reserves all rights in the Content Materials. Content Materials shall be deemed City's Confidential Information.

7. Hosting Environment.

7.1 Primary Hosting Environment Set-up. After the Effective Date, and before the completion of the integration testing set forth in Section 4.4, Provider shall allocate hardware, software, storage space, and other resources for, and configure the Primary Hosting Environment so that (a) it meets all criteria set forth in Schedule G and (b) is available for City to upload the Website on or prior to [DATE] (the "**System Ready Date**"). Promptly after the Primary Hosting Environment is ready, Provider shall provide written notice thereof to City's project liaison and such other persons as City may designate (the "**System Ready Notice**") and provide City with secure, password-protected administrative access to the Primary Hosting Environment to allow City to transmit, upload, and test the Website. City may terminate this Agreement by written notice to Provider if Provider fails to complete the performance of all its obligations under this Section 7.1 on or prior to the System Ready Date.

7.2 Secondary Hosting Environment Set-up. Provider shall allocate hardware, software, storage space, and other resources for, and configure the Secondary Hosting Environment so that it: (i) meets all criteria therefor as set forth in Schedule G; and (ii) is available for redundant Hosting Services as set forth in Section 10.1 on or prior to the Launch Date.

7.3 Hosting Environment Changes.

(a) Subject to Section 7.3(b), Provider shall, at its sole cost and expense, provide such additional servers, storage, bandwidth, and other facilities as may be necessary to provide the Hosting Services at the Minimum Service Levels. Such obligation includes repairing and replacing hardware and software as necessary for such performance.

(b) City shall notify Provider in writing if City wishes to make changes to the Hosting Services that may require changes to the Hosting Environment, including changes to support levels of Website usage or performance or new Website features

and functionality in excess of those set forth in Schedule F or to upgrade the Minimum Service Levels. Upon receipt of any such notice, Provider shall promptly prepare and submit to City its proposal for Hosting Environment changes, if any, setting forth the cost to City for implementing such changes, determined in accordance with the Schedule E. Upon receipt of City's written approval of such changes, Provider shall promptly implement the same.

8. Post-Integration Services. As of the System Ready Date and for the duration of the Term and any Migration Period, Provider shall perform the Post-Integration Services set forth in this Section 8 and Schedule F as set forth herein and therein, on a timely basis and in accordance with all provisions of this Agreement.

8.1 Service Levels. Provider shall host the Website on the Hosting Environment and perform the Hosting Services so that the Website at all times meets or exceeds the service levels specified in Schedule H ("**Minimum Service Levels**").

8.2 Administrative Access and Content Control. City has the sole right and responsibility to administer and manage the Website, including to add, modify, and delete Website Content.

(a) Provider shall provide City with secure, password-protected administrative access to the Hosting Environment to allow City to transmit, upload, test, and implement updates, upgrades, enhancements, additions, and deletions of or to the Website and the Website Content in accordance with the Minimum Service Levels set forth in Schedule H.

(b) Provider shall employ measures at least as protective as those set forth in Schedule J to protect City's account from any unauthorized acts, occurrences, or conditions, including unauthorized access, use, alteration, or disruption.

8.3 Service Monitoring.

(a) Provider shall actively monitor the Hosting Environment and Hosting Services twenty-four (24) hours per day, seven (7) days per week, to optimize performance of the Hosting Services and ensure they meet or exceed the Minimum Service Levels.

(b) If such monitoring identifies or Provider otherwise becomes aware of any circumstance that, if not remedied, is reasonably likely to cause a Service Error, Provider shall immediately take all measures that are reasonably necessary to remedy such circumstance or otherwise prevent it from causing such Service Error.

(c) If such monitoring identifies or Provider otherwise becomes aware of any Service Error, Provider shall immediately:

- (i) notify City in writing of such Service Error; and
- (ii) respond to and remedy such Service Error as set forth in Section 8.5.

8.4 Service Maintenance. Provider shall continuously maintain the Hosting Environment to optimize performance of the Hosting Services and ensure they meet or exceed the Minimum Service Levels. Such maintenance services shall include:

- (a) Implementing all necessary updates, bug fixes, enhancements, new releases, new versions, and other improvements or repairs to the Hosting Environment, so that the Hosting Services operate properly in accordance with this Agreement and the Specifications; and

- (b) Remaining aware of advances in technologies related to or used in website hosting and platforms, including those related to security, and implementing such changes to the Hosting Environment as are reasonably necessary to ensure the Website's:

- (i) continued interoperability and compatibility with new standard technologies; and

- (ii) security and integrity, including with respect to the confidentiality, privacy, and integrity of all Website Content, User Information, and Usage Data according to the requirements and standards set forth in this Agreement, the Specifications, and applicable Law.

Provider shall perform all routine maintenance during the hours of midnight to 6:00 am Pacific time. In addition, Provider shall activate and test the Secondary Hosting Environment to ensure its operability in accordance with the Minimum Service Levels prior to commencing any maintenance that requires, or is reasonably likely to cause, all or a portion of the Primary Hosting Environment to fail to meet the Minimum Service Levels in any respect.

8.5 Service Support and Error Correction. Provider shall provide to City support services in accordance with the following and as described in more detail in Schedule H (the "**Support Services**"):

- (a) Provider shall respond to and remedy all Service Errors, including Service Errors reported by City or any End User, identified by monitoring pursuant to Section 8.4, reported to Provider pursuant to Section 8.5(b), or of which Provider otherwise becomes aware, in accordance with the procedures and within the time periods set forth in Schedule H based on the Error Severity Level (as defined in in that schedule).

(b) Provider shall provide City with the following access to support personnel and materials:

(i) Telephone support during the hours of 8 a.m. to 6 p.m. local time for Lake Oswego, Oregon;

(ii) After-hours support via email or cell phone, with a response or call-back within one hour; and

(iii) online access to technical support bulletins and other user support information and forums, to the full extent Provider makes such resources available to its other customers.

9. Service Level Failures and Remedies.

9.1 Service Level Failures. As used in this Agreement, “**Service Level Failure**” means any failure of:

(a) The Hosting Services to meet the Minimum Service Levels; or

(b) Provider to respond to and resolve any Service Error within the applicable time period set forth in Schedule H.

9.2 Service Level Remedies.

(a) In the event of any Service Level Failure, Provider shall issue to City a Service Credit determined in accordance with Schedule H.

(b) If three (3) or more Service Level Failures occur during any six (6) month period, then, in addition to all Service Credits and other remedies that may be available, City may terminate this Agreement on written notice to Provider.

10. Redundancy, Back-Ups, and Disaster Recovery.

10.1 Redundancy. Provider shall host a fully current version of the Website (including Website Content and User Information) on the Secondary Hosting Environment at a location in the United States that is geographically remote from the Primary Hosting Environment. Provider shall operate, monitor, and maintain the Secondary Hosting Environment so that at all times it is capable of being fully operational upon activation. Provider shall activate the Secondary Hosting Environment and provide the Hosting Services thereon at the Minimum Service Levels in accordance with this Agreement:

(a) Throughout the performance of routine and remedial maintenance;
and

(b) Within fifteen minutes of the occurrence of a Severity Level 1 or Severity Level 2 Service Error that is not yet remedied until such time as the Service Error has been fully remedied.

10.2 Back-Up and Reporting. Provider shall back up the Website, including the Website Content, Usage Data, and User Information, at the times and with the frequency set forth in Schedule I, and shall store such back-ups at the locations set forth in such Schedule. On the last day of each calendar quarter of the Term and any Migration Period, and within three days of City's written request, Provider shall deliver to City the then-most current back-ups.

10.3 Disaster Recovery. Throughout the Term, Provider shall:

(a) Maintain a disaster recovery plan that meets or exceeds the criteria set forth in Schedule I; and

(b) Promptly implement the procedures required under the disaster recovery plan upon the occurrence of a disaster (as defined in such plan).

11. Security; User Information and Usage Data; Data Breach Procedures.

11.1 Security. Provider shall employ security measures at least as protective as those set forth in Schedule J to ensure against unauthorized access to the Hosting Environment and City Materials, including all Website administrative functionality (including any administrative tools, applications, or facilities).

11.2 User Information and Usage Data. Provider acknowledges that all User Information and Usage Data is City's Confidential Information. Provider shall not collect, store, process, record, reproduce, transfer, disclose, use, or perform any other acts, or cause, authorize, or permit any Person to undertake any of the foregoing, with respect to any Usage Data or User Information, other than as strictly necessary to perform the Services for the benefit of City in accordance with the terms and conditions of this Agreement and, provided, that any Person receiving access to User Information or Usage Data is bound by written confidentiality agreements that are at least as protective of, and impose such obligations with respect to, such information as are set forth in Section 11 and Section 17 of this Agreement.

11.3 Data Breach Procedures. Provider shall:

(a) Maintain a data breach plan that meets or exceeds the criteria set forth in Schedule J; and

(b) Promptly implement the procedures required under such data breach plan upon the occurrence of a data breach (as defined in such plan).

12. Compensation for Services.

12.1 Fees.

(a) In consideration of the Services and Deliverables provided and rights granted by Provider under this Agreement, City shall pay Provider properly invoiced fees ("**Fees**") as set forth in Schedule E.

(b) The Fees and rates stated herein are firm and shall not be modified during the Term of this Agreement.

12.2 Invoices. Provider shall invoice City for Fees in accordance with the invoicing schedule and requirements set forth in Schedule E. Provider shall submit each invoice in such format and via such delivery means and to such address as are specified by City in writing from time to time. Each invoice shall:

(a) list each Fee item separately;

(b) include sufficient detail for each line item to enable City to verify the calculation thereof; and

(c) include such other information as may be required by City as set forth in Schedule E.

12.3 Payment.

(a) Subject to Section 12.3(b), City shall pay all properly invoiced Fees for Services satisfactorily rendered within 30 days after the later of:

(i) City's receipt of the proper invoice therefor; or

(ii) the due date for such amounts as set forth in Schedule E or the Scope of Work.

(b) City may withhold from payment any amount disputed by City in good faith, pending resolution of the dispute. Provider shall continue performing the Services in accordance with this Agreement notwithstanding any such dispute.

(c) City shall make all payments hereunder in US dollars and, at City's option, by check or wire transfer. City shall make payments to the address or account specified in Schedule E or such other address or account as is specified by Provider in writing from time to time, provided that Provider shall give City at least sixty days' prior notice of any account, address, or other change in payment instructions. City will not be liable for any late or misdirected payment caused by Provider's failure to provide timely notice of any such change.

12.4 Taxes. All fees set forth herein are inclusive of taxes. Provider shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by City hereunder.

13. Intellectual Property Rights.

13.1 Work Product. Except as set forth in Section 13.2 and Section 13.5, City is and will be the sole and exclusive owner of all right, title, and interest in and to the Work Product, including all Intellectual Property Rights therein. In furtherance of the foregoing, the parties agree that, subject to Section 13.2 and Section 13.5:

(a) Provider shall, and shall cause Provider Personnel to, create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976.

(b) To the extent any Work Product does not qualify as work made for hire:

(i) Provider shall, and hereby does, immediately on its creation, assign, transfer, and otherwise convey to City, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights therein.

(ii) Provider shall, and hereby does, irrevocably waive, and shall cause the Provider Personnel to irrevocably waive in signed written instruments any and all claims such Provider Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Work Product.

(c) Provider shall, and shall cause all Provider Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by City to effectuate any of the foregoing provisions of this Section 13.1, or otherwise as may be necessary for City to prosecute, register, perfect, or record its rights in or to any Work Product or any Intellectual Property Right therein. Provider hereby appoints City as Provider's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Provider refuses or, within a period deemed reasonable by City, otherwise fails to do so.

13.2 Pre-Existing Materials. Provider and its licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein.

13.3 Content Materials. City and its licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in and to the Content Materials, including all

Intellectual Property Rights therein. Provider has no right or license to use any Content Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to City. All other rights in and to the Content Materials are expressly reserved by City and its licensors.

13.4 City Materials. As between City and Provider, City is and will remain the sole and exclusive owner of all right, title, and interest in and to the City Materials, including all Intellectual Property Rights relating thereto. Subject to the terms and conditions of this Agreement, City hereby grants Provider a limited, worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable, and non-sublicensable license with respect to the City Materials solely to:

(a) Make available to End Users via the internet such portions of the Website and Website Content as such End Users are entitled to access in accordance with any access controls implemented by City or, in the case of End-User provided Website Content, such End Users;

(b) Store, archive, and make accessible to City and each End User, in accordance with City's access controls, such End User's User Information; and

(c) Otherwise comply with Provider's obligations under this Agreement, including Provider's obligations hereunder with respect to data privacy, retention, security, back-up, archiving, and disaster recovery.

Subject solely to the foregoing license, City reserves all rights relating to the City Materials.

13.5 Hosting Environment. As between City and Provider, Provider is, and will remain, the sole and exclusive owner of all right, title, and interest in and to the Hosting Environment, including all Intellectual Property Rights therein. Provider hereby grants to City a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license throughout the world during the Term and any Migration Period to access and use the Hosting Environment in connection with the Hosting Services.

14. Term and Termination.

14.1 Term. The initial term of this Agreement commences as of the Effective Date and, unless earlier terminated pursuant to any of the Agreement's express provisions, continues in effect until one (1) year from such date (the "**Initial Term**").

14.2 Renewal. This Agreement will automatically renew for additional successive one-year terms, unless earlier terminated pursuant to any of the Agreement's express provisions or City gives Provider written notice of non-renewal at least forty-five days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively,

together with the Initial Term, the “**Term**”). If City provides timely notice of non-renewal then this Agreement will terminate on the expiration of the Initial Term or then-current Renewal Term, as applicable, unless earlier terminated in accordance with its terms.

14.3 Termination.

(a) City may terminate this Agreement at any time without cause by providing at least thirty (30) days’ prior written notice to Provider.

(b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Either party may terminate this Agreement, effective upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.4 Effect of Expiration or Termination.

(a) Upon any expiration or termination of this Agreement, or the later end of the Migration Period, if any:

(i) All licenses granted to Provider in the City Materials and the Content Materials will also expire or terminate, and Provider shall promptly return all such City Materials and Content Materials to City.

(ii) Provider shall (w) return all City Materials and Content Materials to City; (x) return to City all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on City’s Confidential Information; (y) permanently erase City’s Confidential Information from its computer systems; and (z) certify in writing to City that it has complied with the foregoing.

(b) If City terminates this Agreement pursuant to Section 14.3(b), City will be relieved of any obligation to pay any Fees hereunder.

(c) Except as set forth in Section 14.4(b), if this Agreement terminates or expires City will remain obligated to pay Fees for Services satisfactorily rendered and properly invoiced by Provider (i) prior to the effective date of such expiration or termination or (ii) during any Migration Period as set forth in Section 14.5, in each case subject to any set-off right and net of any Service Credits to which City is entitled.

(d) Provider shall promptly pay City all Service Credits accrued hereunder that have not been paid.

(e) No expiration or termination of this Agreement will affect City's rights in any of the Work Product.

14.5 Website Migration.

(a) Promptly following either party's delivery of a termination notice or non-renewal notice, or otherwise upon City's request made on or before ten (10) days prior to expiration of the then-current Initial or Renewal Term, Provider shall cooperate with City, and any replacement website hosting services provider designated by City, to facilitate a seamless migration of the Website, without loss, interruption, or impairment of the Website's availability or performance, on or prior to the effective date of such termination or expiration.

(b) If City determines, in its discretion, that seamless website migration cannot reasonably be completed by the effective date of termination or expiration of this Agreement, Provider shall continue to (i) provide the Post-Integration Services hereunder for such additional period as City reasonably requests, but not longer than six (6) months (the "**Migration Period**"), and (ii) diligently assist in completing such migration as promptly as possible. Provider shall provide all Post-Integration Services during the Migration Period in accordance with the terms and conditions, and for the Fees and Reimbursable Expenses, applicable to the provision of Post-Integration Services immediately prior to the Agreement's expiration or termination.

(c) Promptly following the expiration or termination of this Agreement, or the later end of any Migration Period, as the case may be, Provider shall deliver to City a complete copy of the Website and all City Materials current as of such date and, segregated therefrom, all prior generations and versions of the City Materials then in the possession or control of Provider, in both Provider's and platform-agnostic formats.

14.6 Surviving Terms. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of

this Agreement: Section 6.1, Section 11; Section 13, Section 14.4, Section 14.5; this Section 14.6, Section 15, Section 16, Section 17, and Section 19.

15. Representations and Warranties.

15.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

15.2 Additional Provider Warranties. Provider warrants to City that:

- (a) it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement;
- (b) the Work Product, including the Website and all Deliverables (excluding City Materials and Content Materials), as delivered by Provider, as well as the Hosting Environment and Hosting Services, including City's access thereto and use thereof: (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; and (ii) will comply with all applicable Laws;
- (c) the Hosting Environment is and will remain free of Harmful Code;
- (d) in performing the Services hereunder, Provider will comply with all Laws.
- (e) when delivered, the Website and all Deliverables will not contain Harmful Code; and

(f) when delivered and for one year following the City's final acceptance of the Website, the Website and all Deliverables will be, and will function, in all respects in conformity with this Agreement and the Site Specification and Documentation. If any non-conformity is discovered during such warranty period, Provider shall promptly remedy such non-conformity at Provider's sole cost and expense.

15.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

16. Indemnification.

16.1 Provider Indemnification. Provider shall indemnify, defend, and hold harmless City and City's officers, directors, employees, agents, successors, and assigns (each, a "**City Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, that are incurred by a City Indemnitee, arising out of or resulting from any claim, suit, action, or proceeding (each, an "**Action**") alleging:

(a) Provider's breach of any representation, warranty, covenant, or obligation of Provider under this Agreement; or

(b) any negligence by Provider in connection with performing Services under this Agreement.

16.2 Indemnification Procedure. City will promptly notify Provider in writing of any Action for which it is entitled to be indemnified pursuant to Section 16.1 and cooperate with Provider at Provider's sole cost and expense. Provider shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to City to handle and defend the same, at Provider's sole cost and expense. Provider shall not settle any Action in a manner that adversely affects the rights of City without City's prior written consent. City's failure to perform any obligations under this Section 16.2 will not relieve Provider of its obligations under this Section 16 except to the extent that Provider can demonstrate that it has been materially prejudiced as a result of such failure. City may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

16.3 Infringement Remedy. If the Website, or any component thereof other than Content Materials, is found to be infringing or if any use of the Website or any component thereof is enjoined, threatened to be enjoined, or otherwise the subject of an infringement claim, Provider shall, at its option and sole cost and expense: (a) procure for City the right

to continue to use the Website or component thereof to the full extent contemplated by this Agreement; or (b) modify or replace the materials that infringe or are alleged to infringe (“**Allegedly Infringing Materials**”) to make the Website and all of its components non-infringing while providing fully equivalent features and functionality. If neither of the foregoing is possible notwithstanding Provider’s best efforts then Provider may direct City to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Provider shall refund to City (i) all amounts paid by City in respect of such Allegedly Infringing Materials and any other aspects of the Website that the City cannot reasonably use as intended under this Agreement; and (ii), in any case, at its sole cost and expense, secure the right for City to continue using the Infringing Materials for a transition period of up to twelve months to allow City to replace the affected features of the Website without disruption. The foregoing is in addition to, and not in lieu of, all other remedies that may be available to City under this Agreement or otherwise, including but not limited to City’s right to be indemnified for such Actions.

17. Confidentiality.

17.1 Obligation of Confidentiality. Provider acknowledges that in connection with this Agreement Provider will gain access to Confidential Information of City. As a condition to being furnished with access to Confidential Information, Provider shall, during the Term and for five years thereafter:

(a) not access or use Confidential Information other than as strictly necessary to perform its obligations under and in accordance with this Agreement;

(b) not to use any Confidential Information, directly or indirectly, in any manner to the detriment of City or to obtain any competitive benefit with respect to City; and

(c) maintain all Confidential Information in strict confidence and, except as may be permitted by and subject to its compliance with Section 17.3 below, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of Provider’s performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and Provider’s obligations under this Section 17.1; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 17.1.

(d) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(e) ensure its Representatives' compliance with, and be liable for any of its Representatives' noncompliance with, this Section 17.

17.2 Exclusions and Exceptions.

(a) Subject to Section 17.2(b), the provisions of Section 17.1 do not apply to information that: (i) was already known to the Provider without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Provider or any of its Representatives; (iii) was or is received by the Provider from a third party who was not or is not, at the time of such receipt, under any obligation to City or any other Person to maintain the confidentiality of such information; or (iv) was or is independently developed by the Provider without reference to or use of any of City's Confidential Information.

(b) Notwithstanding any other provisions of this Agreement, none of the exclusions set forth in Section 17.2(a) apply to any: (i) User Information or Usage Data, whether: (A) provided by or on behalf of City or any End User; or (B) generated or derived from operation of, access to, or use of the Website or Hosting Services; or (ii) information that is based on or derived from any such Usage Data or User Information, in each case, regardless of whether such User Information or Usage Data may be publicly available or otherwise would, but for this Section 17.2(b), qualify for exclusion under Section 17.2(a).

17.3 Compelled Disclosures. If Provider is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, Provider shall: (a) promptly, and prior to such disclosure, notify City of such requirement so that City can seek a protective order or other appropriate remedy or waive its rights under this Section 17; and (b) provide reasonable assistance to City in opposing such disclosure or seeking a protective order or other limitations on disclosure. If City waives compliance or, after providing the notice and assistance required under this Section 17.3, Provider remains required by Law to disclose any Confidential Information, Provider shall disclose only that portion of the Confidential Information that, on the advice of Provider's outside legal counsel, Provider is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

18. Force Majeure.

18.1 Except as set forth in Section 18.2, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake or

explosion, war, terrorism, invasion, riot or other civil unrest, embargoes, or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation facilities (each of the foregoing, a “**Force Majeure Event**”), in each case, provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

City may terminate this Agreement if a Force Majeure Event affecting Provider continues substantially uninterrupted for a period of thirty days or more. Unless City terminates this Agreement pursuant to the preceding sentence, all Milestone Dates shall automatically be extended for a period up to the duration of the Force Majeure Event.

18.2 Exceptions. No Force Majeure Event will modify or excuse Provider’s responsibility or liability, or limit City’s remedies, under:

(a) Section 9 (Service Level Failures and Remedies); or

(b) any of Section 10 (Redundancy, Back-Ups, and Disaster Recovery), Section 11 (Security; User Information and Usage Data; Data Breach Procedures), or Section 17 (Confidentiality), in each case except to the extent Provider demonstrates by documentary evidence that it exercised the standard of care required under such section.

19. Insurance Requirements

19.1 The Provider will not perform any work under this contract until the City has received copies of applicable insurance policies or acceptable evidence that the insurance indicated as required in Section 19.5 below is in force.

19.2 The Provider shall obtain prior to the commencement of the Agreement, and shall maintain in full force and effect for the term of this Agreement, at the Provider's expense, the policies indicated below in Section 19.5 for the protection of the Provider. The Provider shall not undertake any acts that shall affect the coverage afforded by the above policy. If the insurance policy is issued on a “claims made” basis, then the Provider shall continue to obtain and maintain coverage for not less than three years following the completion of the Agreement.

19.3 The policies shall be issued by a company authorized to do business in the State of Oregon, protecting the Provider, Provider's subcontractors, or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than as stated in Section 19.5 below or the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.

19.4 The Provider shall cause the insurance company to provide the City with: (i) a certificate of insurance and, (ii) if an additional insured endorsement is indicated as required in Section 19.5 below, an endorsement thereto naming the City, its officers, agents, and employees as an additional insured for those policies indicated. The policies indicated below in Section 19.5 will be endorsed to provide a waiver of subrogation in favor of the City and all additional insureds. The Contractor shall provide the City written notice of cancellation or material modification (change in limits or coverages) of the insurance contract for not less than the following notice for the purposes stated: 30 days prior notice for reasons other than non-payment; 10 days prior notice for non-payment. The Provider shall further cause a certificate of insurance to be issued not less than 5 days prior to any policy expiration date by the Contractor's insurance company or companies during the term of the Work, to assure that the required insurance is maintained.

19.5 Insurance Policy Requirements:

Required?	Type of Insurance	Minimum Coverage	City named as Additional Insured / Waiver of Subrogation
Yes	Comprehensive general or commercial general liability	\$2,000,000 per occurrence and \$3,000,000 in the aggregate	Yes
No	Protection and Indemnity** US L&H**	\$2 million per accident \$2 million per person per accident	Yes
	** Admiralty endorsement in lieu of P&I, and US L&H endorsement on worker comp. coverage for required amounts is permissible		

Required?	Type of Insurance	Minimum Coverage	City named as Additional Insured / Waiver of Subrogation
Yes	Automobile liability	\$2,000,000 per accident-combined single limit or \$2,000,000 bodily injury and \$1,000,000 property damage	Yes
Yes	Professional liability	\$2,000,000 per claim/aggregate	No
Yes	Technology E&O liability*** ***A combination of professional liability and cyber liability in lieu of Technology E&O liability for required amounts is permissible	\$2,000,000 per claim/aggregate	No
Yes Or No (if initialed)	Workers Compensation Employer's Liability _____ [] Contractor Initial if Exempt from Worker Comp Coverage	Statutory Coverage \$1 million per accident _____ Contractor warrants and represents contractor does not employ any persons that would require contractor to provide workers compensation insurance benefits.	No

* The amounts may be achieved by a combination of base coverage and umbrella coverage.

20. Miscellaneous.

20.1 Further Assurances. Upon a party's reasonable request, the other party shall execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

20.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise,

employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of the other party.

20.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 20.4):

If to
Provider: [PROVIDER ADDRESS]
Email: [NOTICES CONTACT'S EMAIL ADDRESS]
Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]
If to City: 380 A Ave., Lake Oswego, Oregon 97034
Email: [NOTICES CONTACT'S EMAIL ADDRESS]
Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

Notices sent in accordance with this Section 20.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

20.5 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and

any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

20.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

20.7 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

20.8 Assignment. This Agreement is personal to Provider. Provider shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without City's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Provider (regardless of whether Provider is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which City's prior written consent is required. No delegation or other transfer will relieve Provider of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 20.8 is void. City may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Provider's consent. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

20.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

20.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy,

power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal Laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule that would require or permit the application of Laws of any jurisdiction other than those of the State of Oregon.

20.13 Dispute Resolution. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Agreement or the arbitration Dispute Resolution procedure, shall be resolved as follows:

(a) Level 1: Within 15 days request for Level 1 dispute resolution, commence negotiation between the Provider's project liaison and the City's project liaison. The City's project liaison's last offer shall be final unless either party requests Level 2 dispute resolution within 15 days from commencement of Level 1 negotiation, unless both parties agree to extend the time to initiate Level 2.

(b) Level 2: Within 15 days request for Level 2 dispute resolution, commence negotiation between the Provider's management representative with unlimited authority to settle the dispute and the City Manager. The City Manager's last offer shall be final unless either party requests Level 3 dispute resolution within 30 days from commencement of Level 2 negotiation, unless both parties agree to extend the time to initiate Level 3 Mediation.

(c) Level 3: Mediation administered by the Arbitration Service of Portland, Inc. (arbserve.com), in accordance with such procedures as the parties agree. The mediator shall be selected by the parties, either upon mutual agreement within 15 days written notice by one party to the other requesting mediation, or if the parties are not able to agree upon a mediator within said period, then in accordance with the "Appointment of Sole Arbitrator" of the Arbitration Service of Portland, except that the person shall be a mediator, not an arbitrator. If the parties are unable to resolve the dispute upon completion of mediation, the City Manager's last offer

under Level 2 shall be final unless a claim for arbitration is filed within 30 days of the completion of mediation.

(d) Level 4: Upon the filing of a claim for arbitration, arbitration shall occur in accordance with the arbitration procedures of the Arbitration Service of Portland, Inc. (www.arbservice.com), or such other procedures as the parties agree. The decision of the arbitrator(s) shall be final and may be entered as a judgment in the Clackamas County Circuit Court in accordance with Oregon law. The Parties shall equally share in the cost of the mediator / arbitrator(s); each Party shall be responsible for its own costs and fees. The mediation / arbitration proceeding shall be held in Clackamas or Multnomah counties, as the mediator / arbitrator(s) shall select, unless the parties otherwise agree.

20.14 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20.15 Public Contracting Code Requirements

(a) Hours of Labor, Pay Equity. For those employees of Provider covered or subject to Oregon employment laws, the Provider shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201 et seq.). If this Contract includes the performance of “services” as defined in ORS 279A.010(1)(kk):

(i) Provider shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay: (a) for all overtime in excess of eight hours a day or 40 hours in any one week when the workweek is five consecutive days, Monday through Friday; or (b) for all overtime in excess of 10 hours a day or 40 hours in any one week when the workweek is four consecutive days, Monday through Friday; and (c) for work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020(1)(b)(B) to (G).

(ii) Provider shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles City to terminate the Contract for cause.

(iii) Provider may not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who does so.

(b) Payment of Laborers. Provider shall:

(i) Make payment promptly, as due, to all persons supplying to such Provider labor or material for the prosecution of the work provided for in this Contract;

(ii) Pay all contributions or amounts due the Industrial Accident Fund by Provider or subcontractors, if permitted, incurred in the performance of this Contract;

(iii) Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished; and

(iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Contract as such claim becomes due, District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Provider by reason of such Contract.

The payment of a claim in this manner shall not relieve Provider or the Provider's surety, if any, from obligation with respect to any unpaid claims.

(c) Payment for Medical Care and Workers' Compensation

(i) Provider shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for the services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

(ii) All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(d) Tax Compliance Warranty. Provider represents and warrants that Provider has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Provider covenants that Provider will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract. Failure by Provider to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

(e) Anti-Discrimination Clause. Provider must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. Provider certifies that it has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF LAKE OSWEGO, OREGON

By_____

Name:

Title:

[PROVIDER NAME]

By_____

Name:

Title:

SCHEDULE A

SCOPE OF WORK

For purposes of the Request for Proposals, please see the Scope of Work in the Request for Proposals.

SCHEDULE B

SITE SPECIFICATION

For purposes of the Request for Proposals, please see the specifications provided in the Request for Proposals.

SCHEDULE C
PROJECT LIAISONS

[to be provided]

SCHEDULE D

DELIVERY, TESTING, AND ACCEPTANCE

[to be provided]

SCHEDULE E
FEES AND INVOICING

[to be provided]

SCHEDULE F

HOSTING SERVICES

For purposes of the Request for Proposals, please see the hosting services set forth in the Request for Proposals.

SCHEDULE G
HOSTING ENVIRONMENT

Primary Hosting Environment

[to be provided]

Secondary Hosting Environment

[to be provided]

SCHEDULE H

SUPPORT SERVICES; MINIMUM SERVICE LEVELS; SERVICE LEVEL REMEDIES

1. **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Section 1 shall have the respective meanings given to them in the Main Agreement.

“Contact List” means a current list of Provider contacts and telephone numbers to be provided by Provider to enable City to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“City Cause” means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Schedule or the Main Agreement, specified in the then-current Documentation, or otherwise authorized in writing by Provider: (a) any grossly negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Website or Hosting Environment by City; (b) any maintenance, update, improvement, or other modification to or alteration of the Website or Hosting Environment by City; (c) any use of the Website or Hosting Environment by City in a manner inconsistent with the then-current Documentation; (d) any use by City of any Third-Party Products that Provider has not provided or caused to be provided to City; or (e) any use by City of a non-current version or release of the Website.

“City Systems” means City’s information technology infrastructure, including City’s computers, software, databases, electronic systems (including database management systems), and networks.

“Error” means any failure of the Website or Hosting Environment to operate in all material respects in accordance with the Documentation, including any problem, failure, or error referred to in the Service Level Table.

“First Line Support” means the identification, diagnosis, and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve City’s Support Requests reporting these Errors: (a) telephone or email or chat assistance; and (b) access to technical information on the Provider’s website for proper use of the Website.

“Main Agreement” means the Website Development and Hosting Agreement between the parties dated [DATE].

“Out-of-Scope Services” means any of the following: (a) any services requested by City that City and Provider agree in writing are not included in the Support Services; (b) services requested by City in connection with any apparent Error that City and

Provider agree in writing has been caused by a City Cause; and (c) any Second Line Support requested by City and provided by an individual requested by City whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request, provided that an appropriately qualified or experienced individual was available at the time when the Second Line Support was sought.

“Resolve” and the correlative terms, **“Resolved,” “Resolving,”** and **“Resolution”** each have the meaning set forth in Section 2.2 of this Schedule.

“Schedule” means this Schedule H to the Main Agreement.

“Second Line Support” means the identification, diagnosis, and correction of Errors by the provision of on-site technical support at City’s premises by a qualified individual on the Contact List.

“Service Credits” means the service credits specified in Section 4.1 of this Schedule.

“Service Levels” means the defined Error severity levels and corresponding required service level responses, response times, Resolutions, and Resolution times referred to in the Service Level Table.

“Service Level Table” means the table set out in Section 2.2 of this Schedule.

“Severity Level 1 Error” has the meaning set forth in the Service Level Table.

“Severity Level 2 Error” has the meaning set forth in the Service Level Table.

“Severity Level 3 Error” has the meaning set forth in the Service Level Table.

“Support Hours” means 24 hours a day, seven days a week, including public holidays.

“Support Period” means the Term and any Migration Period.

“Support Request” has the meaning set forth in Section 3.1 of this Schedule.

“Third-Party Products” means all third-party software, computer hardware, network hardware, electrical, telephone, wiring, and all related accessories, components, parts, and devices.

2. Support Services. Provider shall perform all First Line Support, Second Line Support, and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Main Agreement, including the Service Levels and other Provider obligations set forth in this Section 2.

2.1 Support Service Responsibilities. Provider shall:

- (a) respond to and Resolve all Support Requests in accordance with the Service Levels;
- (b) provide unlimited First Line Support to City during all Support Hours by means of the telephone number [TELEPHONE NUMBER] and email address [EMAIL ADDRESS];
- (c) provide Second Line Support to City in accordance with Section 2.3 of this Schedule;
- (d) provide City with online access to technical support bulletins and other user support information and forums, to the full extent Provider makes such resources available to its other customers; and
- (e) provide to City all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections, and remedial programming.

2.2 Service Levels. Response and Resolution times will be measured from the time Provider receives a Support Request until the respective times Provider has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. “Resolve,” “Resolved,” “Resolution,” and correlative capitalized terms mean, with respect to any particular Support Request, that Provider has corrected the Error that prompted that Support Request and that City has confirmed such correction and its acceptance of it in writing. Provider shall respond to and Resolve all Support Requests within the following times based on City’s designation of the severity of the associated Error, subject to the parties’ written agreement to revise such designation after Provider’s investigation of the reported Error and consultation with City:

Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	Business Critical Failures: An Error that: (a) materially affects the operations of the City’s business or marketability of its service or product; (b) prevents necessary work from being done; or	Level 1 Response: Provider shall acknowledge receipt of a Support Request within 30 minutes. Level 2 Response:	Provider shall Resolve the Support Request as soon as practicable and no later than 4 hours after Provider’s receipt of the Support Request. If the Provider Resolves the Support Request by way of a work-around

	(c) disables or materially impairs (i) any major function of the Website or (ii) City's use of any major function of the Website.	Provider shall work on the problem continuously and: (a) restore the Website to a state that allows the City to continue to use all functions of the Website in all material respects within 2 hours after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided.	accepted in writing by City, the severity level assessment will be reduced to a Severity Level of Error 2.
2	System Defect with Work-around: (a) a Severity Level 1 Error for which City has received, within the Resolution time for Severity Level 1 Errors, a work-around that City has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects operations of the City's business or marketability of its service or product.	Level 1 Response: Provider shall acknowledge receipt of a Support Request or, where applicable, City's written acceptance of a Severity Level 1 Error work-around, within 8 hours. Level 2 Response: Provider shall, within 2 Business Days after the Level 1 Response time has elapsed, provide: (a) an emergency fix or work-around; or (b) temporary update that allows City to continue to use all functions of the Website in all material respects.	Provider shall Resolve the Support Request as soon as practicable and no later than 5 Business Days after Provider's receipt of the Support Request or, where applicable, City's written acceptance of a Severity Level 1 Error work-around.

3	Minor Error: An isolated or minor Error in the Website that meets each of the following requirements: (a) does not significantly affect Website functionality; (b) can or does impair or disable only certain non-essential Website functions; (c) does not materially affect City's use of the Website; and (d) has no effect, or no more than a minuscule effect, on the operations of City's business or marketability of its service or product.	Level 1 Response: Provider shall acknowledge receipt of the Support Request within 24 hours.	Provider shall Resolve the Support Request as soon as practicable and no later than 15 Business Days after Provider's receipt of the Support Request.
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2.3 Escalation to Second Line Support. First Line Support for any Support Requests will be escalated to Second Line Support as follows:

(a) Provider shall immediately escalate any Severity Level 1 Error Support Request to provide Second Line Support if Provider has not Resolved such Support Request within 2 hours after the Level 1 Response time has elapsed.

(b) Provider shall immediately escalate any Severity Level 2 Error Support Request to provide Second Line Support if Provider has not Resolved such Support Request within 1 Business Days after the Level 1 Response time has elapsed.

Without limiting the foregoing, Provider shall provide Second Line Support to City within **sixty (60) minutes** of its receipt of any City Request for such Second Line Support. Provider shall ensure that all Second Line Support is provided by personnel designated in the Contact List who have the appropriate qualifications, skills, and experience to fully and efficiently Resolve the City's Support Request within the Resolution time specified for such Support Request in the Service Level Table.

2.4 Escalation to Parties' Managers. If Provider does not respond to a Support Request within the relevant Service Level response time, City may escalate the Support Request to the parties' respective project liaisons as set forth in the Main Agreement.

2.5 Time Extensions. City may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.6 Provider Updates. Provider shall give City regular electronic or other written reports and updates of:

- (a) the nature and status of its efforts to correct any Error, including a description of the Error and the time of Provider's response and Resolution;
- (b) its Service Level performance, including Service Level response and Resolution times; and
- (c) the Service Credits to which City has become entitled.

2.7 Out-of-Scope Services. Provider shall, at City's request, provide to City the Out-of-Scope Services in accordance with the terms and conditions of this Schedule and the Main Agreement.

2.8 Time of the Essence. Provider acknowledges and agrees that time is of the essence with respect to its performance under this Schedule and that Provider's prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

3. Support Requests and City Obligations.

3.1 Support Requests. City may request Support Services by way of a Support Request. City shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in Section 2.2 of this Schedule (each a "**Support Request**"). City shall notify Provider of each Support Request by email, telephone, or such other means as the parties may agree to in writing. City shall include in each Support Request a description of the reported Error and the time City first observed the Error.

3.2 City Obligations. City shall provide the Provider with each of the following to the extent reasonably necessary to assist Provider to reproduce operating conditions similar to those present when City detected the relevant Error and to respond to and Resolve the relevant Support Request:

- (a) direct access to the City Systems and the City's files, equipment, and personnel;

(b) output and other data, documents, and information, each of which is deemed City's Confidential Information as defined in the Main Agreement; and

(c) such other reasonable cooperation and assistance as Provider may request.

4. Service Credits.

4.1 Service Credit Amounts. If the Provider fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the City will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a City Cause.

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
1	Level 2 Response An amount equal to 2% of the then current annual Support Fee for each hour by which Provider's response exceeds the required Level 2 Response time.	An amount equal to 4% of the then current annual Support Fee for each hour by which Provider's Resolution of the Support Request exceeds the required Resolution time.
2	Level 2 Response An amount equal to 1% of the then current annual Support Fee for each Business Day, and a prorated share of such percentage for each part of a Business Day, by which Provider's response exceeds the required Level 2 Response time.	An amount equal to 2% of the then current annual Support Fee for each Business Day, and a prorated share of such percentage for each part of a Business Day, by which Provider's Resolution of the Support Request exceeds the required Resolution time.
3	No Service Credits are Available for Severity Level 3 Response Time Service Level Failures.	An amount equal to 1% of the then current annual Support Fee for each Business Day, and a prorated share of such percentage for each part of a Business Day, by which Provider's Resolution of the Support Request exceeds the required Resolution time.

4.2 Compensatory Purpose. The parties intend that the Service Credits constitute compensation to City, and not a penalty. The parties acknowledge and agree that City's harm caused by Provider's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Provider's breach of its Service Level obligations.

4.3 Issuance of Service Credits. Provider shall, for each invoice period under the Main Agreement, issue to City, together with Provider's invoice for such period, a written acknowledgment setting forth all Service Credits to which City has become entitled during that invoice period. Provider shall pay the amount of the Service Credit as a debt to City within thirty Business Days of issue of the Service Credit acknowledgment, provided that, at City's option, City may, at any time prior to Provider's payment of such debt, deduct the Service Credit from the amount payable by City to Provider pursuant to such invoice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date first above written.

[PROVIDER NAME]

By: _____

Name: _____

Title: _____

CITY OF LAKE OSWEGO, OREGON

By: _____

Name: _____

Title: _____

SCHEDULE I

SITE REDUNDANCY, BACK-UPS, AND DISASTER RECOVERY

[to be provided]

SCHEDULE J

SECURITY AND DATA BREACH PROCEDURES

[to be provided]

ATTACHMENT B

PROPOSER CERTIFICATIONS AND REPRESENTATIONS

Proposed Project Description

PROPOSAL FORM (To Be Returned)

1. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addenda ___ through ___ received. (If addenda were issued, completion of this line is REQUIRED.)

2. PROPOSAL SECURITY \$ _____

☐ Required ☒ Not Required

The undersigned agrees that the proposal security accompanying this proposal is left in escrow with the Owner, that the amount thereof is the measure of liquidated damages which the Owner will sustain as a result of the failure of the undersigned to execute and deliver the above-named Contract and performance and payment bond; and that if the undersigned defaults in either executing the Contract or providing a performance and payment bond within ten (10) days after forms are provided to him/her, then the proposal security may become the property of the Owner at the Owner's option; but if this proposal is not accepted within ninety (90) days of the submission date, or if the undersigned executes and timely delivers said Contract and performance and payment bond, the proposal security shall be returned.

3. PERFORMANCE BOND

☐ Required ☒ Not Required

The undersigned agrees, if awarded a Contract, to execute and deliver to the City, within ten (10) days after the receipt of Notice of Intent to Award the Contract, a satisfactory performance and payment bond in an amount equal to one hundred percent (100%) of the Contract Amount. In addition, Certificates of Insurance for the coverages specified in the Proposal Document must be submitted at the same time.

4. PAYMENT BOND

☐ Required ☒ Not Required

The undersigned agrees, if awarded a Contract, to execute and deliver to the City, within ten (10) days after the receipt of Notice of Intent to Award the Contract, a satisfactory payment bond in an amount equal to one hundred percent (100%) of the Contract Amount.

5. PREVAILING WAGES

☐ Required ☒ Not Required

The undersigned agrees, pursuant to ORS 279C.800 to 279C.870 (The "Prevailing Wage Statute"), that workers in each trade or occupation employed in the performance of any Contract awarded hereunder either by the Prime Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work, shall be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled *Definitions of*

Covered Occupations for Public Works Contracts in Oregon. The prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, the PWR Apprenticeship Rates, and any amendments to the PWR rates or Apprenticeship rates since the most current publication of those rates. BOLI publications can be reviewed electronically at <https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. The applicable prevailing wages will be those in effect on the date of publication of this RFP as described above, and which rates are incorporated by reference in this RFP and any resulting contract.

6. CERTIFICATION OF NON-DISCRIMINATION

Proposer certifies that it has not and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business in awarding any subcontract relating to this RFP or any contract awarded under it. (ORS 279A.110)

7. CONSTRUCTION CONTRACTORS BOARD REGISTRATION (ORS 701.055)

☐ Required ☒ Not Required

Proposers must be registered with the Construction Contractors Board prior to submitting proposals for emergency work, minor alterations, ordinary repair, or maintenance projects.

Construction Contractors Board Registration Number _____
Expiration Date _____

8. LANDSCAPE CONTRACTORS BOARD LICENSE (ORS 671.560)

☐ Required ☒ Not Required

Proposers must be licensed with the Landscape Contractors Board prior to submitting proposals for landscape contracting work.

Landscape Contractors License Number _____
Expiration Date _____

9. ASBESTOS ABATEMENT

☐ Required ☒ Not Required

Proposer possesses an asbestos abatement license pursuant to ORS 468A.710.

10. STATE OF OREGON OFFICE OF MINORITY, WOMEN & EMERGING SMALL BUSINESS (OMWESB) CERTIFICATION

If your firm is currently certified by OMWESB in any of these categories, please indicate that certification.

- ☐ Minority Business Enterprise (MBE)
☐ Women Business Enterprise (WBE)
☐ Emerging Small Business (ESB)

11. TAX COMPLIANCE

Proposer has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

☐ Yes ☐ No

12. PROPOSER'S SIGNATURE AND IDENTIFICATION

I hereby certify that this Proposal is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

Please print or type all information requested below (except where signature is required) and attach Proposal Security (if required) to this form:

Name of Proprietor, Partnership, or Corporation	Signature of Proprietor, Partner, or Corporate Officer:
Name	Signature
Street Address	Name of Signatory
Mailing Address	Date Signed
City, State, and Zip Code	If Corporation, Attest:
Phone Number	Secretary of Corporation
Employer ID Number	State of Incorporation

ATTACHMENT C

REFERENCES

ITEM	Reference 1	Reference 2
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		

ITEM	Reference 3	Reference 4
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		

ITEM	Reference 5	Reference 6
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		

Has your company ever been declared in breach of any contract for unperformed or negligent services?

☐Yes ☐No

If YES, explain. _____

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ☐Yes ☐No

If YES, explain. _____

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? ☐Yes ☐No

If YES, explain. _____

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? ☐Yes ☐No

If YES, explain. _____

Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? ☐Yes ☐No

If YES, explain. _____

Has your organization been a party to litigation or arbitration with an Oregon public entity in the last five years?
☐Yes ☐No

If YES, please list, describe the nature of the claims, and indicate whether your organization was a plaintiff or defendant. _____

CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT (1/22)

The following City of Lake Oswego Standard Public Contract provisions are made a part of the Contract between City and Contractor by reference. Where the Lake Oswego Redevelopment Agency (LORA) is the contracting party, "City" shall refer to LORA.

CHANGES

This contract, including all attachments and exhibits annexed hereto, shall not be subject to modification or amendment except in writing, executed by both parties. This contract and any substantive changes to the scope of work or changes to the contract costs will not be effective until approved in writing by the City's Public Contracting Officer (PCO).

INDEPENDENT CONTRACTOR STATUS

The Contractor agrees and certifies that:

- A. The Contractor is engaged as an independent contractor. Although the PCO reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations.
- C. The Contractor will not, on account of any payments made under this contract, be eligible for any benefit from federal social security, workers' compensation, unemployment insurance, or the Public Employee's Retirement System, except as a self-employed individual;
- D. Contractor is not currently an employee of the federal government or the State of Oregon; and
- E. The Contractor is not a contributing member of the Public Employee's Retirement System.
- F. Contractor is not an "officer," "employee," or "agent" of the City, as those terms are used in ORS 30.265.

OTHER CONTRACTORS

The City may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any City employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City employees.

SUBCONTRACTORS AND ASSIGNMENT

Except as set forth in Contractor's proposal or otherwise in this Contract, no subcontract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted without obtaining the prior written consent of the City, which City may withhold without cause. In addition to any other provisions PCO may require, Contractor shall include in

any permitted subcontract under this Contract a requirement that the subcontractor be bound by the following sections of this Contract as if the subcontractor were the Contractor: Independent Contractor Status; Other Contractors; Hours of Labor; Ownership of Work; Indemnity and Hold Harmless; Records; Attorney Fees; Compliance with Laws. PCO's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the City.

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any enforceable benefit or right, whether directly, indirectly or otherwise, to third persons.

HOURS OF LABOR

For those employees of Contractor covered or subject to Oregon employment laws, the Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201 et seq.).

ERRORS

The Contractor shall perform such additional work as may be necessary to correct Contractor's errors in the work required under this contract without undue delays and without additional cost.

REPRESENTATIONS AND COVENANTS

A. Contractor's Representations. Contractor represents and covenants to City that:

- (1) Contractor has the power and authority to enter into and perform this Contract,
- (2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and if Contractor is a partnership, corporation or other form of business entity, this contract was duly approved and executed pursuant to authority of the governing body or parties of the Contractor,
- (3) Contractor is not in violation of any Oregon tax laws.
- (4) Upon acceptance of each project, the Contractor warrants that it will carefully examine, as necessary, the site of the work contemplated and any plans, specifications, and contract documents pertaining to work, with the exception of unknown physical conditions at the work site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided herein.
- (5) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
- (6) Contractor will accomplish the work using a standard of performance and care that is currently accepted by other contractors engaged in similar work, under similar conditions and at the date the services are provided in the Portland metropolitan area (Standard of Care).
- (7) Contractor's invoices shall describe all work performed with particularity, by whom it was performed, and shall

CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT (1/22)

itemize and explain all expenses for which reimbursement is claimed. Contractor shall send invoices to City's Project Manager.

(8) Contractor's completion shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of Contractor warranty or any default or defect in Contractor performance (defect is defined herein as services that do not conform to the Standard of Care (Section 6) in the performance of the Contract).

(9) Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor's services, and in the performance of this contract no person having any such interest shall be employed.

B. Cumulative. The representations and covenants set forth in this section are in addition to, and not in lieu of, any other representations and covenants provided.

OWNERSHIP OF WORK

All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this contract are the exclusive property of the City. If this contract is terminated by either party or by default, the City following payment as required by the Contract, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

The reports and all material contained in the reports (graphics, photos, etc.) shall become the property of the City; the City may reproduce and distribute the reports, or any part thereof, in such form as the City desires. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor.

ELECTRONIC CONTRACTING AND REPORTS; PHOTOCOPY, ELECTRONIC, OR PDF VERSION OF CONTRACT

This contract and any amendments may be executed by a party electronically by use of a digital signature issued by a city-recognized certification authority (such as Symantec Digital ID), pursuant to the Oregon Uniform Electronic Transactions Act, ORS Ch. 84.001 – 84.063. Upon execution of this contract electronically, the party consents to conduct further communications and transactions under this Contract by electronic means.

Unless otherwise stated in the Scope of Work or separately waived in writing, all final reports, including reports of phases of the project and of the entire project, shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the PCO and shall be fully compatible with such software programs specified by the PCO, .e.g. Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, Microsoft Publisher, Adobe Creative Suite, Adobe PDF, or such other software program as specified by the PCO.

A photocopy, electronically scanned (PDF), or electronic version of this Contract shall be deemed equivalent to an originally signed Contract for all purposes, including arbitration or

litigation.

INDEMNITY AND HOLD HARMLESS

The Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by or resulting from any negligent or wrongful act, error, or omission (excepting professional services performed under this Contract) of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon Contractor's violation of any statute, ordinance or regulation.

With respect to professional services performed under this Contract, Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by any negligent act, error, or omission of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

RECORDS

Contractor shall have access to the books, documents, papers and records of the City as necessary for Contractor's performance of the work. The Contractor shall not disclose all or any part of such records to any other person, firm, corporation, association or other entity except as reasonably necessary to carry out the Work, without the consent of the Public Contracting Officer.

The Contractor agrees that the City and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that City's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

PUBLICATION RIGHTS/RIGHTS IN DATA

To the extent the Work Product consists of material capable of publication, all publication rights in the product produced by the Contractor in connection with the work provided

CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT (1/22)

for under this contract, whether in preliminary draft or final form, shall be vested in the City.

The Contractor shall not publish any of the results of the work without the prior written permission of the City.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the City pursuant to this contract, shall become exclusively the property of the City. The ideas, concepts, know-how or techniques relating to data processing development during the course of this contract by the Contractor or City personnel, or jointly by the Contractor and City personnel, can be used by either party in any way it may deem appropriate.

Material already in the Contractor's possession, independently developed by the Contractor outside the scope of this contract or rightfully obtained by the Contractor from third parties, shall belong to the Contractor. However, the Contractor grants to the City a nonexclusive, irrevocable and royalty-free license to use such material to the extent such material is incorporated into the Work.

This contract shall not preclude the Contractor from developing materials that are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this contract. The Contractor will not, however, use any written materials developed under this contract in developing materials for others, except as provided in this section.

CONFIDENTIALITY

No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City.

COBID COMPLIANCE

If Contractor, at the time of its solicitation response, was either certified by the Oregon Certification Office for Business Inclusion and Diversity (COBID) or submitted a COBID subcontractor utilization plan, Contractor shall maintain the certification or comply with the utilization plan. Contractor acknowledges and agrees that it would be difficult, if not impossible, to assess the actual damage to the City's Equity in Contracting Program by Contractor's failure to do so. In the event of Contractor's loss of COBID certification or failure to comply with its utilization plan, Contractor agrees to pay City the sum of \$1,000 for each violation. Exceptions to the subcontractor utilization plan are for approved change orders, reductions in scope of work, failure of COBID firms to complete work or having breached the subcontract, and substitution requests approved by City.

DISPUTE RESOLUTION / VENUE

Any dispute or claim that arises out of or that relates to this Contract, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Contract or the arbitration Dispute Resolution procedure, shall be resolved as follows:

- Level 1: Within 15 days request for Level 1 dispute resolution, commence negotiation between the Contractor's Project Manager and the City's Project Manager. The City's Project Manager's last offer shall be final unless either party requests Level 2 dispute

resolution within 15 days from commencement of Level 1 negotiation, unless both parties agree to extend the time to initiate Level 2.

- Level 2: Within 15 days request for Level 2 dispute resolution, commence negotiation between the Contractor's management representative with unlimited authority to settle the dispute and the City Manager. The City Manager's last offer shall be final unless either party requests Level 3 dispute resolution within 30 days from commencement of Level 2 negotiation, unless both parties agree to extend the time to initiate Level 3 Mediation.
- Level 3: Mediation in accordance with the mediation procedures of the Arbitration Service of Portland, Inc. (www.arbserve.com), or such other procedures as the parties agree. The mediator shall be selected by the parties, either upon mutual agreement within 15 days written notice by one party to the other requesting mediation, or if the parties are not able to agree upon a mediator within said period, then in accordance with the "Appointment of Sole Arbitrator" of the Arbitration Service of Portland, except that the person shall be a mediator, not an arbitrator. If the parties are unable to resolve the dispute upon completion of mediation, the City Manager's last offer under Level 2 shall be final unless a Claim for arbitration is filed within 30 days of the completion of mediation,
- Level 4: Upon the filing of a Claim for Arbitration, Arbitration shall occur in accordance with the arbitration procedures of the Arbitration Service of Portland, Inc. (www.arbserve.com), or such other procedures as the parties agree. The decision of the arbitrator(s) shall be final and may be entered as a judgment in the Clackamas County Circuit Court in accordance with Oregon law.

The Parties shall equally share in the cost of the mediator / arbitrator(s); each Party shall be responsible for its own costs and fees. The mediation / arbitration proceeding shall be held in Clackamas or Multnomah counties, as the mediator / arbitrator(s) shall select, unless the parties otherwise agree.

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.

COMPLIANCE WITH LAWS

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon and ordinances of the City of Lake Oswego, Oregon.

The Contractor shall comply with all federal, state and local laws and ordinances, applicable to public contracts relating to Contractor's obligations and performance, and to the work to be done under this contract.

The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity, marital status, age, medical condition, or disability.

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.

INTEGRATION

This contract represents the entire and integrated agreement between the Contractor and the City, and supersedes all prior negotiations, representations or agreements, either written or oral.