

REQUEST FOR PROPOSALS

The Dalles Municipal Wi-Fi Assessment



CITY OF THE DALLES
313 Court Street
The Dalles, OR 97058

Project No.: 2024-005
Project: *The Dalles Municipal Wi-Fi Assessment*
Contract Type: Personal Services
Prevailing Wage Rates: Not Applicable
Bids Due By: April 25, 2024 2:00 p.m.
Project Manager: Ann Moorhead, Special Projects Coordinator
amoorhead@ci.the-dalles.or.us
(541) 993-7261

April 3, 2024

REQUEST FOR PROPOSALS
The Dalles Municipal Wi-Fi Assessment

The City of The Dalles (**City**) invites you to submit a proposal for personal services connected with *The Dalles Municipal Wi-Fi Assessment* (**Project**) as described in **Section III**, below. Proposals must address all items listed in this request for proposals (**RFP**).

I. General Submission Requirements

- A.** This solicitation is for the procurement of personal services by competitive sealed proposals (**Proposals**) as set forth in ORS 279B.060 and the City's Local Contract Review Board (**LCRB**) Rules. This RFP and all Proposals are subject to both the LCRB Rules and the Oregon Public Contracting Code; reference to only one of those authorities in this RFP does not in any way limit the applicability of the other.
- B.** The Proposals shall not be opened until after the final submission date and hour below. Submissions shall become property of the City without obligation. The City is not liable for any cost incurred by proposers in the preparation, submission, and presentation of their Proposals.
- C.** As authorized by ORS 279B.060(2)(a), Proposals must be submitted electronically via email to thedallesbids@ci.the-dalles.or.us with the subject line ***The Dalles Municipal Wi-Fi Assessment RFP Response*** and directed to:

City Clerk
City of The Dalles
313 Court Street
The Dalles, OR 97058

- D.** Proposals must be received by **2:00 p.m. on Thursday, April 25, 2024**, when this solicitation is deemed closed. The duty rests with the proposer to ensure the required Proposal documents are attached to any email sent to the City in response to this RFP.
- E.** To be considered for award, each Proposal must include:
 - 1.** a cover sheet indicating an interest in proposing Project services to be provided to the City and reflecting the proposer's intent to comply with all terms, conditions, and specifications set forth in the solicitation, signed by an authorized officer of the proposing firm;
 - 2.** a signed Attestation Form (**Section X**) providing written assurances of the proposer's ability to meet the required criteria for selection;



3. a list of references for similar Project services provided for similar clients. Reference should include any municipal governments provided services in the last five years;
4. a copy of any standard services contracts used by the firm; and
5. a scope of work (as set forth in **Section III**) and the specific information to be provided by proposers (as set forth in **Section IV**).

II. **Procurement Administration**

A. **Opening and Review of Solicitation Document**

1. Proposals shall be opened at **2:00 p.m. on Thursday, April 25, 2024**, when the email account designated for Proposal receipt will be accessed. Proposal responses will be opened then and there via Zoom Meeting. Join Zoom Meeting <https://us06web.zoom.us/j/85802121281?pwd=MUNXQ1dwVzFIMUZnbUdWNDc2WGpQUT09> (Meeting ID: 858 0212 1281; Passcode: 068006).
2. The RFP may be reviewed and other Contract Documents may be found online at www.thedalles.org/bids.

B. **Questions and Addenda**

1. Potential proposers with questions concerning any provision of the Proposal documents or opening should direct inquiries to **Project Manager Ann Moorhead** by phone at (541) 993-7261 or by email addressed to amoorhead@ci.the-dalles.or.us
2. The City may change a solicitation document only by written addenda. Prospective proposers shall provide written acknowledgement of receipt of all issued addenda with its Proposal unless the City otherwise specifies in the addenda.
3. The City shall notify prospective proposers of addenda by posting such addenda on its website at www.thedalles.org/bids
4. Unless a different deadline is set forth in the addendum, a prospective proposer may submit a written request for change or protest to the addendum by the close of the City's next business day after issuance of the addendum, or up to the last day allowed to submit a request for change or protest under LCRB Rule X(D), whichever date is later.



C. Cancellation, Delay, and Suspension of Procurement and Rejection

1. The City may cancel, delay, or suspend this procurement or reject any or all Proposals in accordance with ORS 279B.100 when the cancellation, delay, suspension, or rejection is in the best interest of the City as determined by the City.
2. The City is not liable to any proposer for any loss or expense caused by or resulting from the cancellation, delay, or suspension of this procurement or rejection of any Proposal.

D. Pre-Closing Modification or Withdrawal of Proposals

1. A proposer may modify its Proposal in writing prior to the closing. Proposers shall prepare and submit any modification to the City in the same manner as submitting a Proposal under this solicitation. Any modification must include the proposer's statement the modification amends and supersedes the prior Proposal. The proposer shall mark the submitted modification as follows:
 - a. Proposal Modification; and
 - b. Solicitation Document Number.
2. A proposer may withdraw its Proposal by written notice submitted on the proposer's letterhead, signed by an authorized representative of the proposer, delivered to the individual and location specified above, and received by the City prior to the closing. The proposer or authorized representative of the proposer may also withdraw its Proposal in person prior to the closing upon presentation of appropriate identification and evidence of authority satisfactory to the City. In that case, the City may release an unopened Proposal withdrawn consistent with this paragraph to the proposer or its authorized representative after voiding any date and time stamp mark. The proposer shall mark the written notice to withdraw its Proposal as follows:
 - a. Proposal Withdrawal; and
 - b. Solicitation Document Number.
3. Withdrawal of a Proposal shall not disqualify the proposer from submitting another Proposal, provided the time for receipt of Proposals has not expired.
4. The City will include all documents relating to the modification or withdrawal of Proposals in the appropriate procurement file.
5. Any Proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal received after closing is late. The City will not consider late Proposals, requests for withdrawals, or modifications.



E. Receipt, Opening, and Recording of Proposals

1. The City shall electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt. The City shall not open the Proposal or modification upon receipt, but shall maintain it as confidential and secure until the opening. If the City inadvertently opens a Proposal or a modification prior to the opening, the City shall return the Proposal or modification to its secure and confidential state until opening. The City shall document the resealing for the procurement file (e.g., “*City inadvertently opened the Proposal due to improper identification of the Proposal.*”).
2. The City shall publicly open Proposals and modifications made to Proposals consistent with **Section II(A)**.

F. Protests and Judicial Review

1. A prospective proposer may protest the procurement process or the RFP for a contract solicited under ORS 279B.060 as set forth in ORS 279B.405(2)(a) and LCRB Rule X(D). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective proposer must file a written protest with the City and exhaust all administrative remedies.
2. A prospective proposer must deliver a written protest to the City not less than ten days prior to closing. The City shall not consider a prospective proposer’s solicitation protest submitted after this deadline. The City shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405(4) and LCRB Rule X(D).
3. In addition to the information required by ORS 279B.405(4) and LCRB Rule X(D), a prospective proposer’s written protest shall include a statement of the desired changes to the procurement process or the RFP the prospective proposer believes will remedy the conditions upon which the prospective Proposer bases its protest.
4. The City shall issue a written disposition of the protest in accordance with the timeline set forth in LCRB Rule X(D).
5. If the City upholds the protest, in whole or in part, the City may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or RFP.
6. If the City receives a protest from a prospective proposer in accordance with these rules, the City may extend closing if the City determines an extension is necessary to consider and respond to the protest.



7. Judicial review of the City's decision relating to a solicitation protest shall be in accordance with ORS 279B.405 and LCRB Rule X(D). Any alleged violation of ORS Chapter 279A or 279B by the City for which no judicial remedy is otherwise provided in the Public Contracting Code is subject to judicial review as set forth in ORS 279B.420.

III. Project Description

A. Project Intent

1. The goal for The Dalles municipal Wi-Fi system is to provide an amenity to outdoor, public spaces in The Dalles to elevate the experience for both locals and visitors. **Exhibit A** explains which areas the City requests Wi-Fi connectivity (**Required Areas**). Proposers are required to propose a solution for service at each Required Area. Wi-Fi access should be particularly concentrated at areas where people tend to gather to allow for easy location, access, connectivity, and Wi-Fi use. The plan **DOES NOT** require service to reach every part of all areas shown. Additionally, the network is only expected to work outside, not inside buildings, even if they are located within a Required Area.

B. Scope of Work

1. The primary requirements for work performed under a contract awarded through this solicitation are:
 - a. Complete a technical assessment of The Dalles' current outdoor municipal Wi-Fi network for the potential to be either (1) repurposed to be part of an updated network (as described in **Section III(A)(1)**) or (2) removed.
 - b. Design a plan to build a new Wi-Fi network using the most economical approach to sufficiently reach and provide reasonably safe, fast, and reliable access to each of the City's Required Areas as depicted in **Exhibit A** and including the following network features:
 - i. a website landing page for users to certify they have read the City's Terms of Service;
 - ii. a monitoring system to allow for easy testing of sites to ensure they are active and receiving the proper bandwidth and to monitor bandwidth and traffic for analysis of Access Point or Wi-Fi region use; and
 - iii. a security filter to prevent network abuse.



- c. The new Wi-Fi network design described should also include the following components:
- i. a report of the findings of the aforementioned technical assessment of the current Wi-Fi network;
 - ii. a plan for repurposing or removing all existing Wi-Fi hardware;
 - iii. detailed maps of planned access points, hardware locations, and installment specifications (e.g., whether installed on existing pole, building, etc.) serving all Required Areas outlined in **Exhibit A** with notation identifying access points as replaced or repurposed;
 - iv. a physical layout and logical layout of how the network is connected;
 - v. a document detailing how the plan meets the requirements of the City's proposed Scope of Work in **Section III(B)(1)(b)**;
 - vi. maps of expected coverage areas broken down by area (see previous examples in **Exhibit B** for example maps);
 - vii. a phased implementation plan reflecting the City's prioritized Required Areas and including timeline and cost estimates for each phase (note: cost estimates should not assume all other phases have or will be enacted and instead should consider only the independent cost of each phase);
 - viii. a maintenance plan to replace or upgrade all access points at regular intervals as needed to ensuring cost distribution and keeping the system in a condition meeting the specifications proposed in the Scope of Work for at least the next 10 years (e.g., estimated cost to update or replace 20% of the access points yearly); and
 - ix. a detailed breakdown for (re)development costs and expected ongoing costs (including maintenance, service, and management charges) for each Required Area, including basic cost and additional costs to add optional infrastructure to improve or expand them.
2. Proposers are encouraged to make recommendations for improving coverage area, additional potential Wi-Fi regions or locations, hardware and software types, Wi-Fi providers, and other elements potentially benefitting the system's reach, effectiveness, or affordability.



C. Non-Performance

1. As required by ORS 279B.060(2)(h), any contract awarded under this solicitation may be terminated for non-performance of its terms and conditions, including failure to perform the scope of work or failure to meet performance standards established in the contract. The consequences resulting from non-performance may include, but are not limited to:
 - a. the City’s reduction or withholding payment under the resulting contract;
 - b. the City’s right to require the awarded contractor to perform, at the awarded contractor’s expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and
 - c. the City’s rights, which the City may assert individuals or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

IV. Specific Information to Be Provided by Proposers

- A. All Proposals should provide Certificates of Insurance;
- B. All Proposals should include an estimate of the maximum fee associated with your firm’s provision of Project services pursuant to a contract awarded under this RFP. Also:
 1. Include your firm’s billing rates for all applicable classifications of professional personnel, as the City may require additional billable services.
 2. State whether your firm’s fees include travel and out-of-pocket expenses or whether such costs are billed separately.

V. Evaluation Criteria

- A. Evaluation considerations include the following:

Criteria	Weight
The overall Project approach of the firm. <i>Is the approach sufficiently thorough, original, and sufficiently comprehensive to reflect a clear understanding of the City’s Project needs? Are the time estimates to perform each phase clearly identified?</i>	20
Prior and similar experience of the firm. The City reserves the right to request information from the Oregon Secretary of State and/or the other agencies relating to all proposers.	20
Cost.	20



Criteria	Weight
Ability to also provide or coordinate installation services.	10
Qualification of supervision staff assigned to the Project, including the on-site supervisor. Information provided for each key staff person(s) should summarize educational background, position held in firm, years of experience, and any required certifications.	10
Time needed to complete and present all materials in the Scope of Work.	10
Relevant expertise outside the traditional Project needs.	5
Quality of references furnished by the proposer.	5
TOTAL	100

VI. Award

- A. The award of the contract will be made to the responsible proposer whose Proposal is, in the opinion of the City Council or its designee, the most advantageous to the City consistent with ORS 279B.060(8) and the Rules. The City reserves the right to reject all Proposals or to reject any Proposal not in accordance with this solicitation.
- B. When proposers submit an item different than specified in the RFP documents, the City shall determine whether the proposed item shall be considered an approved equal. If the item is not determined to be an approved equal, the Proposal shall be rejected. This determination shall be made prior to the award of the Proposal.
- C. An evaluation committee consisting of the Special Projects Coordinator, City Manager, IT Director, and Community Development Director will be responsible for initially reviewing the competing Proposals based upon the criteria set forth in this RFP. A selection may be made directly from the Proposals submitted or the City may conduct interviews with potential finalists for the award of the contract. The committee will determine which proposal is most advantageous to the City and the Community Development Director will make a final recommendation for award to the City Council.

VII. Exceptions

- A. Any exceptions to the specifications of this RFP must be clearly identified in writing in the Proposal and referenced in the cover sheet.

VIII. Contract

- A. Prospective proposers may review the substantive form of the City's contract to be awarded by this solicitation attached to and made part of these contract documents as Exhibit C.

IX. Exhibits

Exhibit A *Required Wi-Fi Regions*



Exhibit B *Existing Conditions Report*

Exhibit C *Form of Contract*

###

X. Authorized Signatures and Attestation Form

I, the undersigned, an authorized representative of _____,
whose address is _____,

have read and thoroughly understand the specifications, instructions, and all other conditions of
the Request for Proposals issued by the City of The Dalles for ***The Dalles Municipal Wi-Fi
Assessment***.

Acting on the behalf of my firm, which is listed above, I attest the services offered by us
meet the City of The Dalles specifications in every respect, (check one) _____ without
exceptions or _____ with exceptions.

We therefore offer and make this proposal to furnish to the City of The Dalles the
personal services detailed in our proposal at the prices indicated.

Firm Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____



EXHIBIT A

Wi-Fi Regions:

The goal for The Dalles municipal Wi-Fi system is to provide an amenity to outdoor, public spaces in The Dalles to elevate the experience of both locals and visitors. For each region there is a list of the priority areas to have Wi-Fi access, henceforth called “required areas.”

Proposers are required to propose a solution for service at each required areas. Wi-Fi Access should be particularly concentrated at areas where people tend to gather to allow for people to easily and conveniently find, connect to, and use the Wi-Fi. The plan **DOES NOT** need to service every part of every area shown. Additionally, the network is only expected to work outside and not within buildings, even if they are located inside the required areas.

Possible area for hot spots have been mapped below. These possible hot spot areas are examples, proposers can choose whether or not to use a hot spot system and must review each spot for feasibility and suitability to pick the best spot(s) for each region if using a hot spot set-up. If using a set-up with broader coverage, the full area shown for each region provides guidelines for the full extent the Wi-Fi could reach.

All example regions were mapped out on Google Maps and can also be viewed online or downloaded as a KML or KMZ file here:

<https://www.google.com/maps/d/edit?mid=1uXVxZeiaNep67WRJaMs5SBrF3AEZ3Zs&usp=sharing>

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A Note on Prioritization

The following Wi-Fi regions are prioritized by current proximity to Q-Life Fiber. Since more fiber may be planned to be put in at a later date which would make access to further locations easier, proposers are asked to strongly consider the prioritization of the sites in their expected timelines.

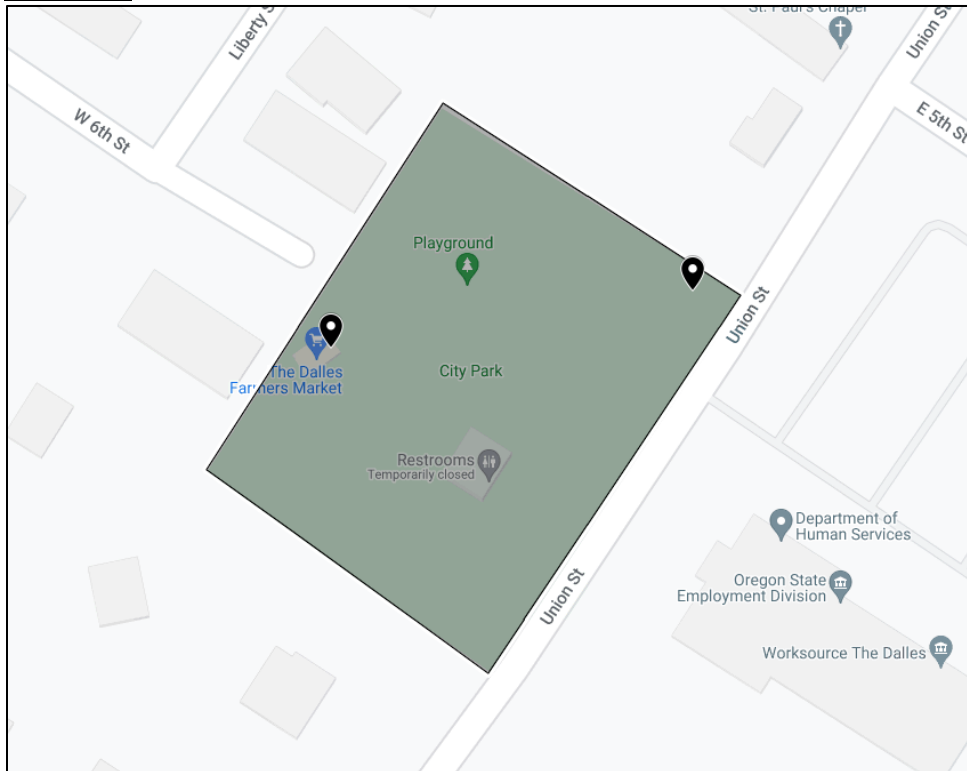
WI-FI AREA	DISTANCE FROM FIBER (FT)	DESCRIPTION
SOROSIS PARK	0	Has fiber along Sorosis St. and going into the park to one of the buildings by the baseball fields, likely already connecting to five APs currently serving the west side of the park.
CITY PARK	0	Fiber goes right along the southeast side of the park along Union St.
CRUISE SHIP DOCK	0	Fiber goes right along W 1 st St on the south side of the dock.
QUINTON ST. BALLPARK	0	Has fiber going through the park on the north side.
FIREHOUSE PARK	<100	Fiber goes right next to the park along Columbia View Dr. on the west side.
2ND & FEDERAL	100 to 200	Closest fiber connection feeds the nearby buildings to the northwest, approximately 75 ft. from the Veteran's museum and 200 feet from the intersection at 2nd and Federal
KRAMER FIELD	100 or 350	Has fiber along the road on the northwest side and going to the neighboring Mid-Columbia Fire & Rescue building on the southeast side.
LEWIS AND CLARK FESTIVAL PARK	200	Fiber goes along the northwest side of the park along Union St, approximately 200 feet from the center of the park structure.
KIWANIS POCKET PARK	200	Fiber goes right next to park along Klindt Dr. on the west side, 200 ft. from park bathroom.
FORT DALLES MUSEUM	400	Closest fiber connection is at the Colonel Wright Elementary school, at least 400 ft. away from the main museum building by following the roadways.
THOMPSON CITY PARK	850	Closest fiber connection is to the south side of Safeway at least 850 ft. away from Park and Rec building.
THE DALLES TRANSIT CENTER	1000	Closest fiber connection is along Hostetler Way W approximately 900 feet away.
RIVERFRONT PARK	1300	Closest mapped fiber located at 2nd St. approximately 1200 ft. away.
DISCOVERY CENTER PARKING LOT	>5000	Closest fiber connection is at the Columbia Veterinary Hospital over a mile away.



Sorosis Park



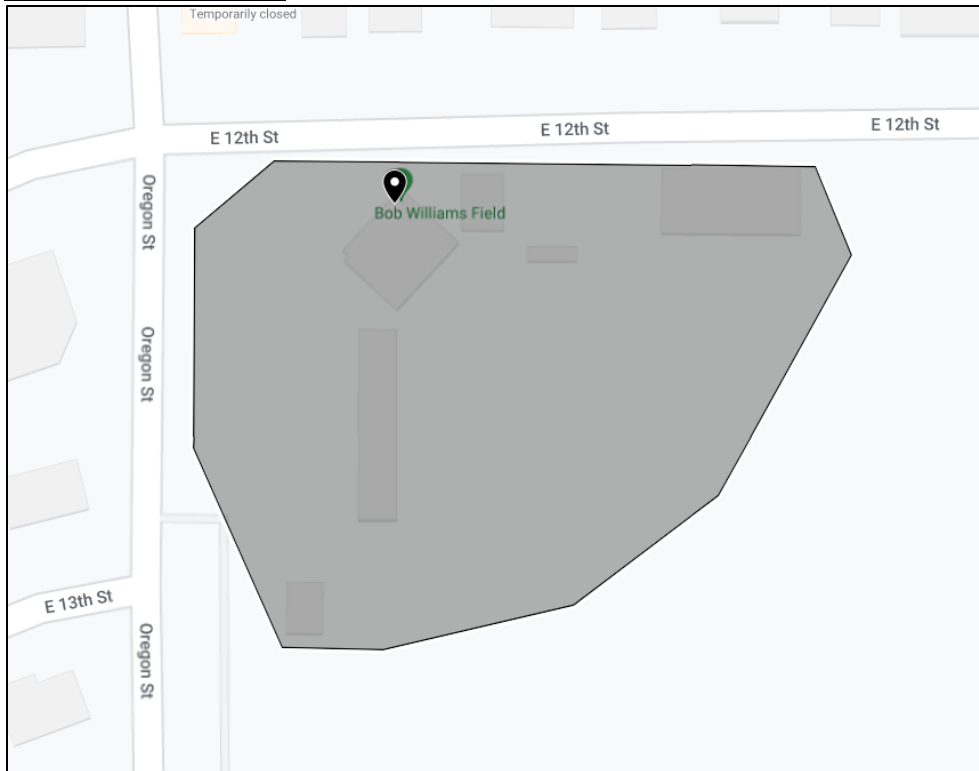
City Park



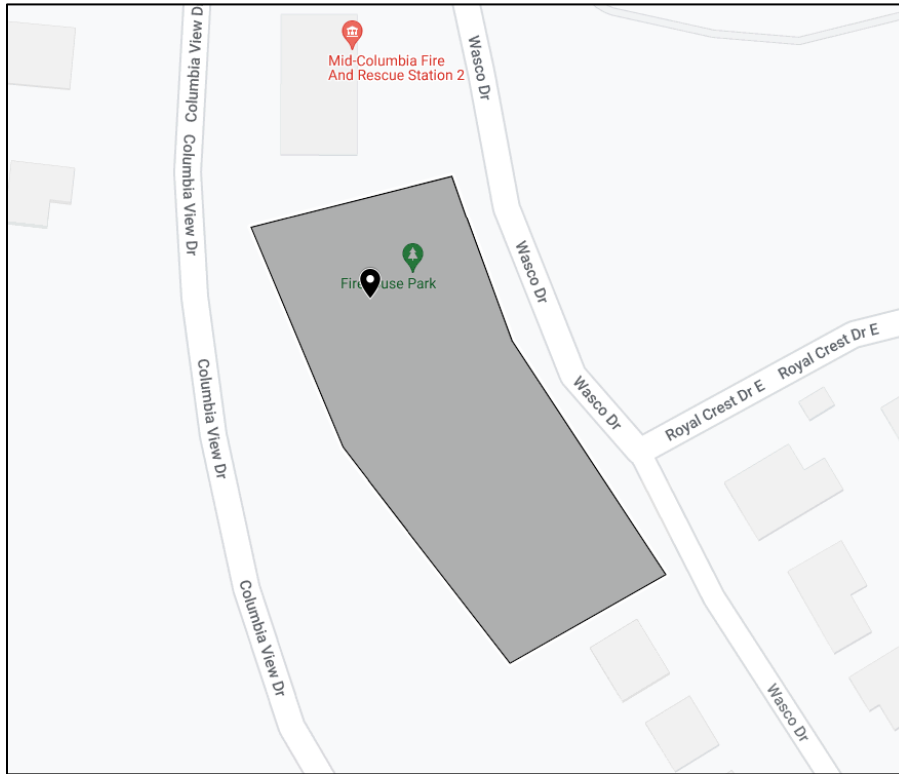
Cruise Ship Dock



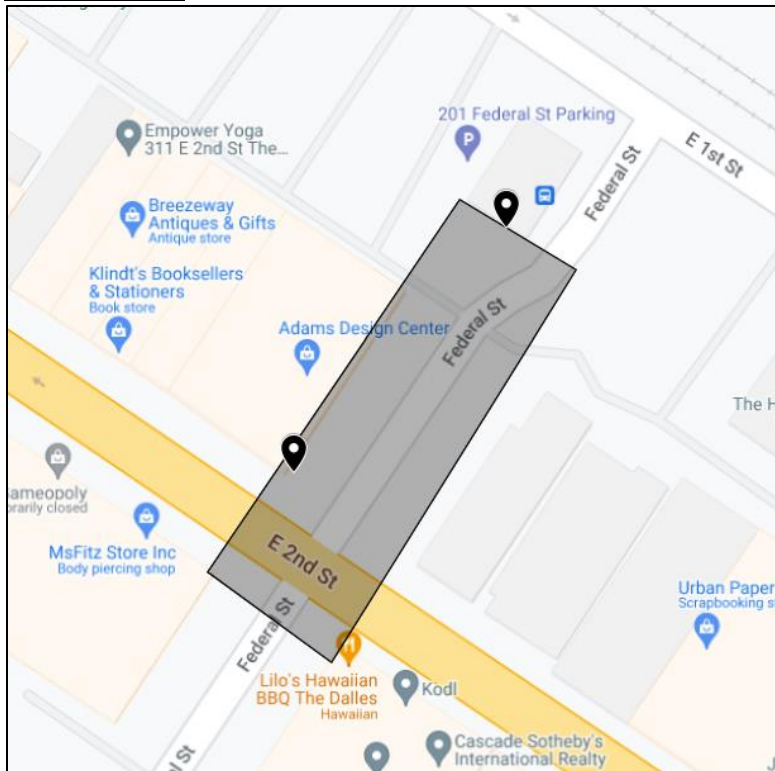
Quinton St. Ballpark



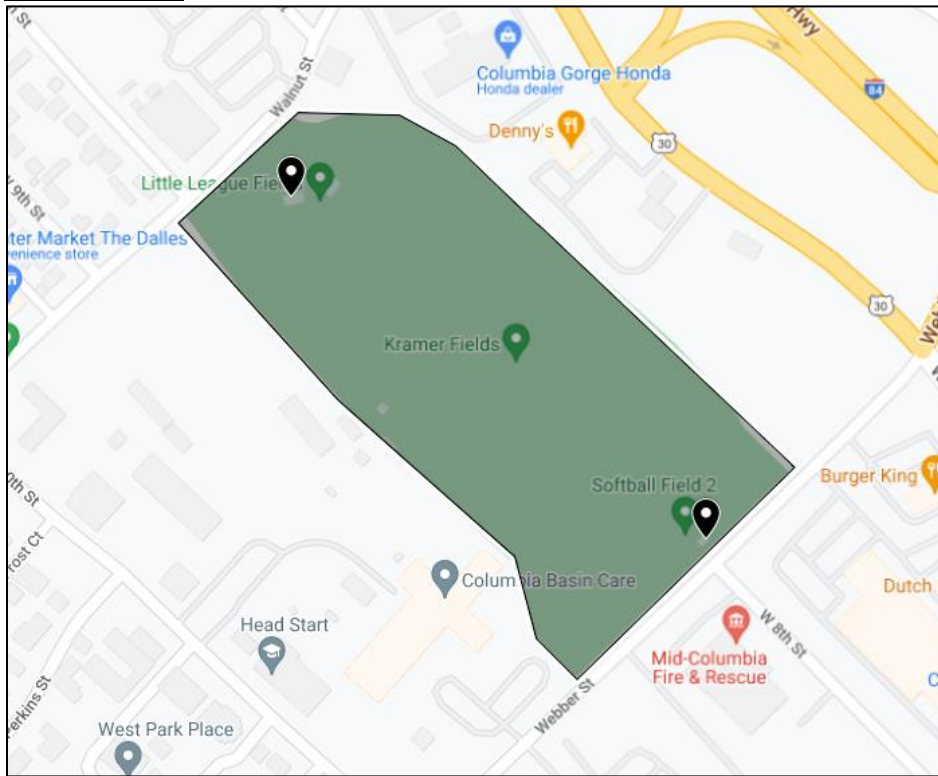
Firehouse Park



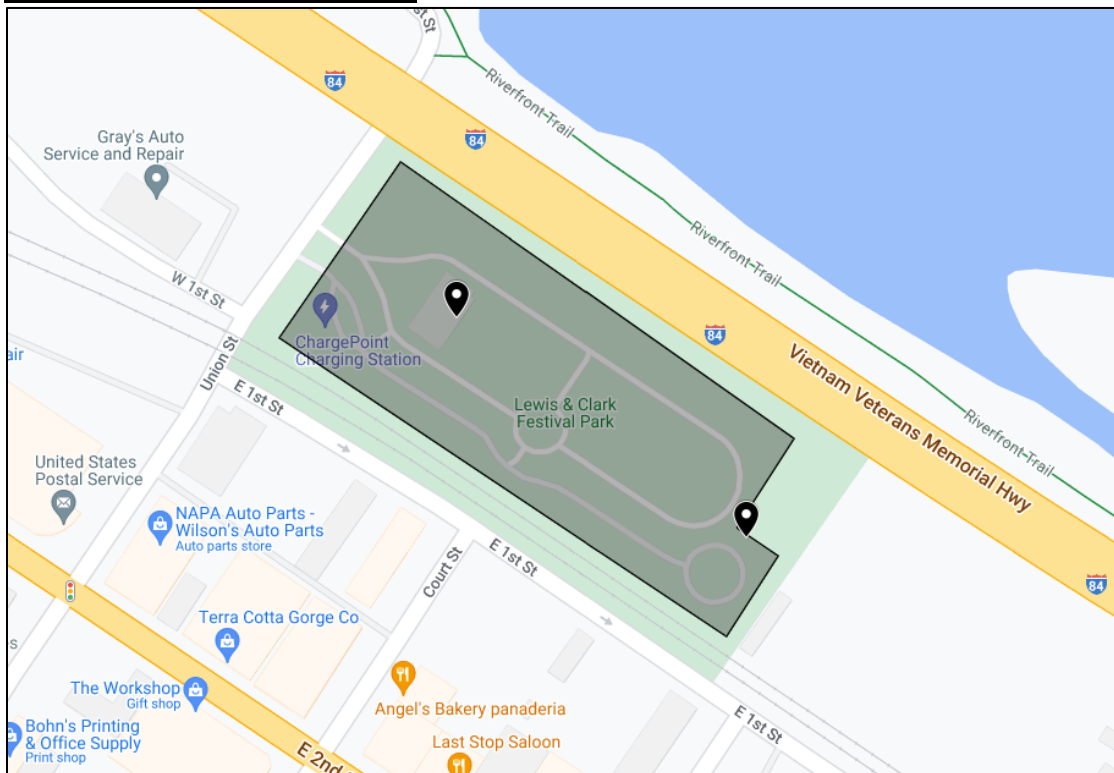
2nd & Federal



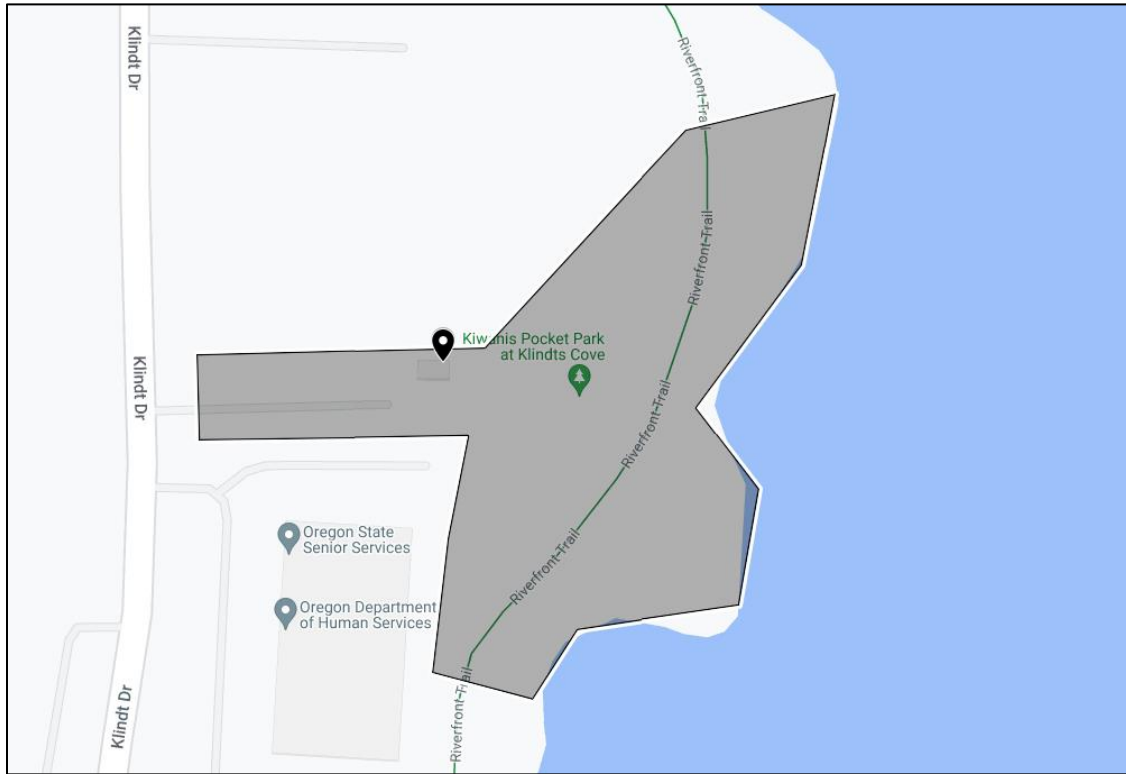
Kramer Field



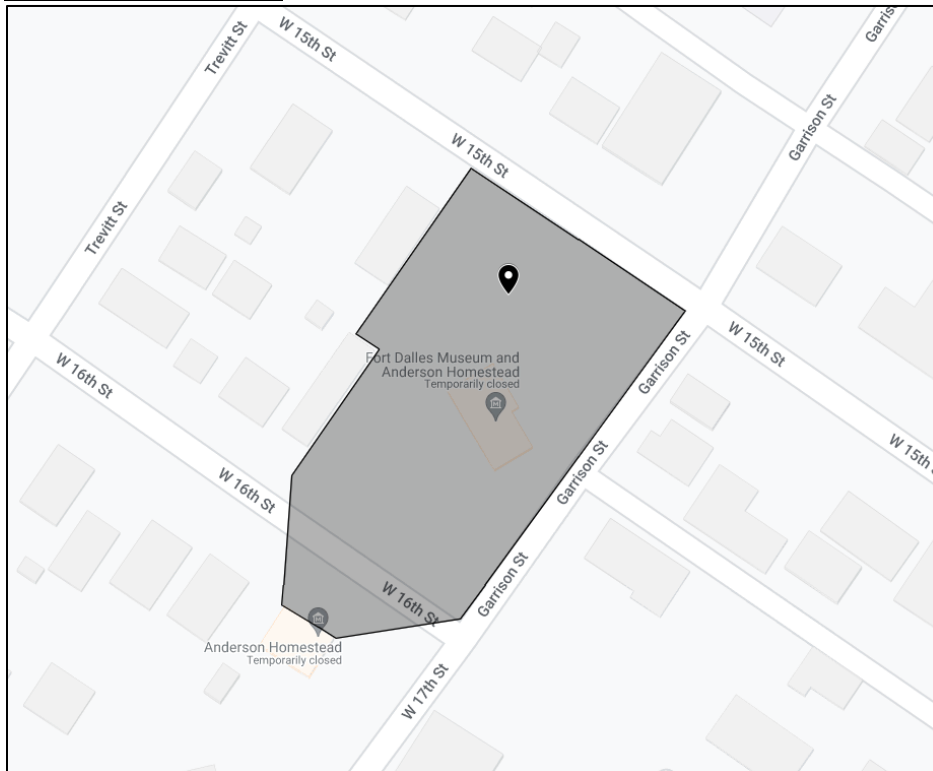
Lewis and Clark Festival Park



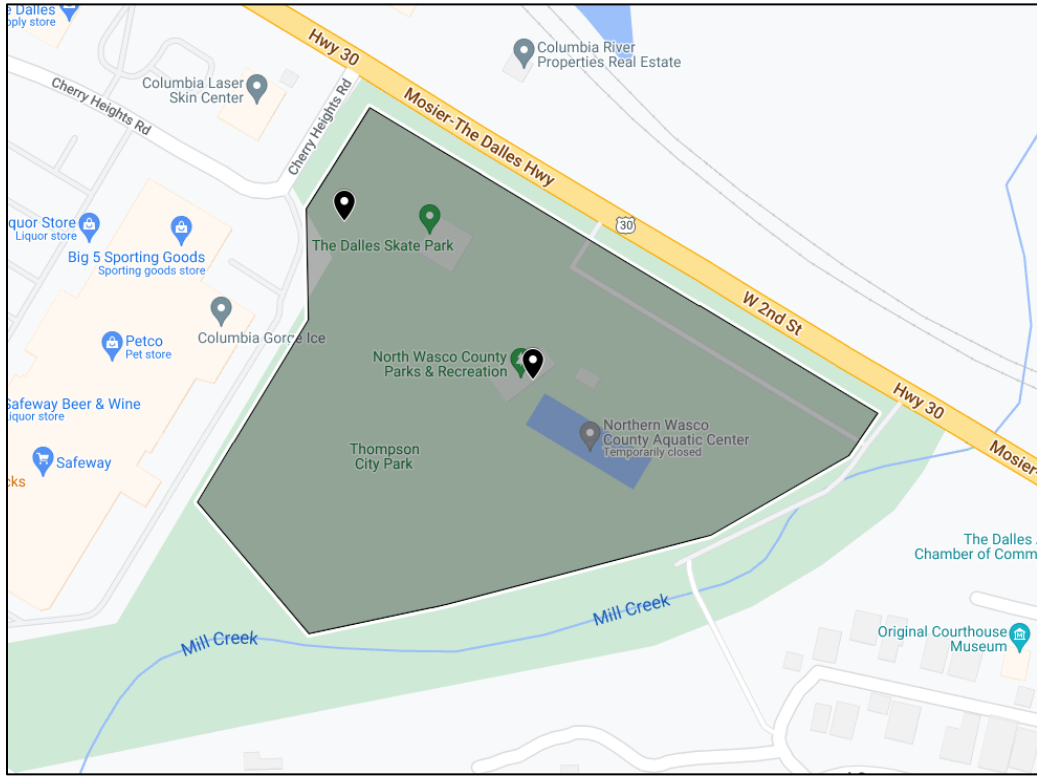
Kiwanis Pocket Park



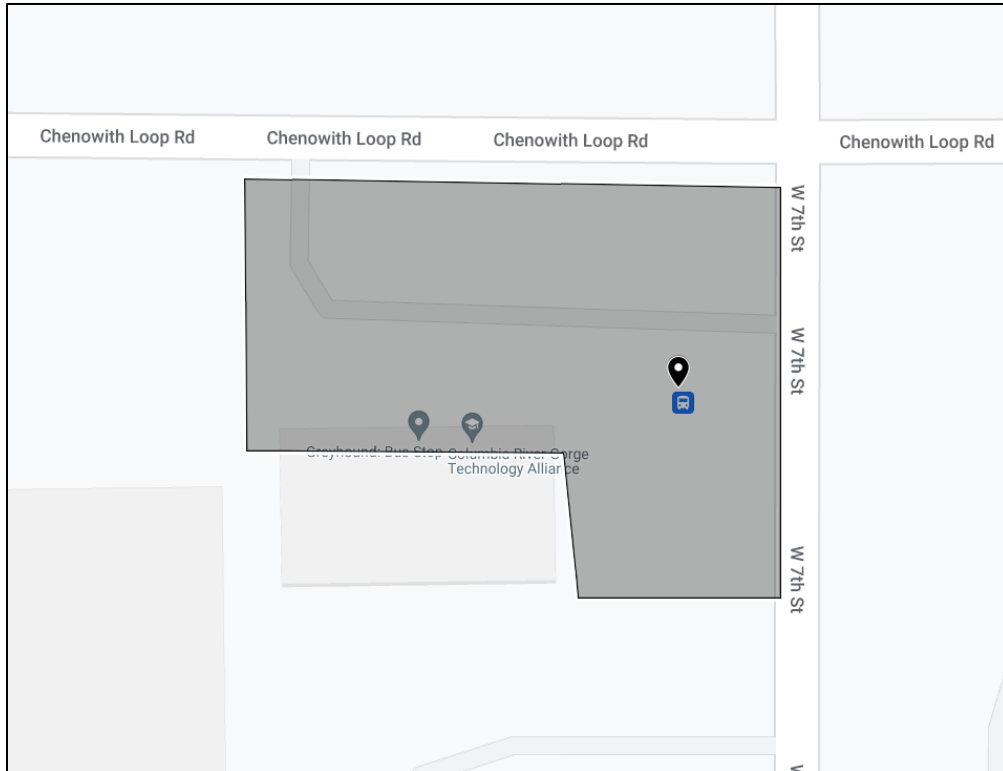
Fort Dalles Museum



Thompson City Park



The Dalles Transit Center



Riverfront Park



Discovery Center



EXHIBIT B

The Dalles Wi-Fi Current State Report

History and Timeline

On January 17, 2011, City Council hired Gorge Networks to install and maintain a downtown-wide Wi-Fi network for three years. This Wi-Fi network was only meant to be strong enough to connect to users who were outdoors, therefore the current system does not penetrate much into buildings or cars. This project worked with QLife, an intergovernmental agency to lay down the initial fiber networks. The first antennae was installed in June, 2011. Further investment over the next two years added access points to addition regions in four documented phases. Two other phases were proposed, but, while some work appears to have been done, it is unlikely that they were fully enacted. Documentation into the last two phases is scarce.

Initial Wi-Fi Phases:

Phase 1

This phase included the rodeo grounds (since dismantled) and downtown core and has accompanying documentation about the system at that time. During this phase, Gorge.net also provided comprehensive documentation about the system which likely remains true to some extent.



Phase 2

This phase added the downtown west-end (i.e. parking lots by Safeway and Fred Meyer).



Initial speed testing in 2013 was done on August 8, 2013, shortly after the completion of Phase 2, when there was access to the downtown core and the downtown west end/6th St. commercial areas. The speeds at the time were as follows:

- Average Signal strength, -60 dBm
- Average ping, 28 with Comcast in pdx
- Average Download speed, 2.988 Mbps
- Average Upload speed, 1.332 Mbps

It also indicated a few issues they had with the system that should be considered when creating a new system. The following issues should be considered when looking at reusing the current system or one like it:

- Occasionally when moving around between the various APS they do not switch well to the next closest AP, so you end up being connected to an AP that is farther away than the closest one available. In some cases you think you are actually connected but you aren't sending or receiving any data because of this.
- A large issue is that if you have previously connected to TD Public Wi-Fi and go back near an AP, and do not accept the terms to connect via web browser, you will be in a data black hole essentially because your device thinks you are connected to an AP and thus does not use your data connection if you have one.



Phase 3

This phase added Sorosis Park, Kramer Field, Riverfront Park, and the Discovery Center

Sorosis Park



Kramer Field



Riverfront Park



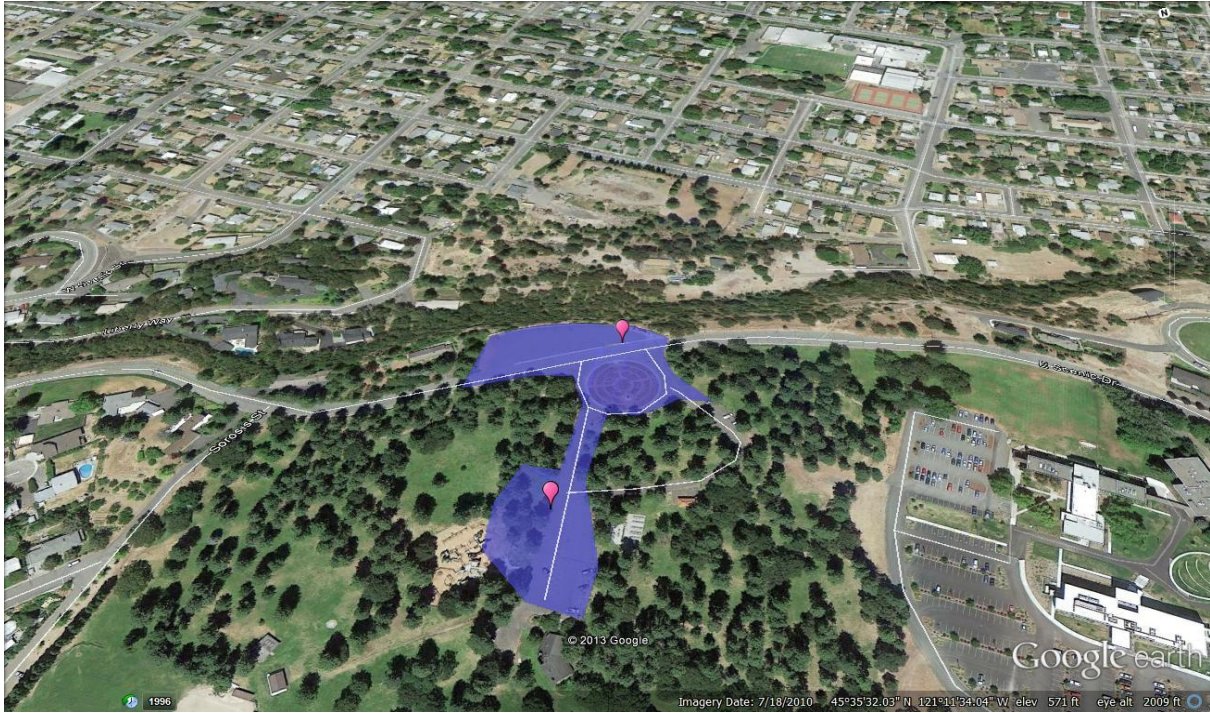
Discovery Center



Phase 4

This phase added Overlook Park and the 6th St. Corridor (Home Depot to the Ford dealership).

Overlook Park (overlaps into Sorosis Park)



6th St. East



6th St. West



Quinton St. Ballpark



Phase 5

This phase was proposed in October, 2014, and planned to make improvements and upgrades to meet increased standards from Google and included a proposal to expand to Wahtonka High School, the Dalles middle school, and Firehouse Park and to add more APs to the downtown core to increase coverage.

Finalized documentation for Phase 5 has yet to be found, although it is very unlikely that the proposed expansion to Wahtonka High School, the Dalles middle school, and Firehouse Park ever occurred. Some emails suggest that expanding to the schools stalled due to the inability to put filters or controls on the Wi-Fi. While the previous expansions appear to have never occurred, some system upgrades may still have occurred and there are APs in the downtown area that were not listed in the previous phases and were likely added during this phase.

Phase 6

This phase proposed the system continue to replace and upgrade APs and the system as they reached End-of-Life. Based on details from the document the state of the system as of November 5th, 2015 included “approximately 95” APs running 5GHz with 10 M download capability. The document also states that the City had begun replacing system prior to the publish of the document in 2014.

In 2015, Google issued revised specification that Google-funded city Wi-Fi systems must meet. The most significant upgrades included in that specification were 1) an increase in system capacity from a 3M to 15M user experience and 2) the use of the 5GHz frequency that allowed for better/faster coverage. Upgrades from that point on take this into consideration and many of the improvements were meant to get the system to hit this threshold.

State of the Network 2016

In July 2016, after the Phase 6 proposal, a report from Gorge.net documents the work in 2015 as including “many significant system improvements (such as firmware upgrades, switch replacements, network monitoring, and interference mitigation) and we improved coverage in some weaker coverage areas.” It also reiterated the recommendations to upgrade the system controller software and replace the 30 older model APs which would not work once the controller was upgraded and added.



This was the Wi-Fi coverage map as of the 2016 report:



Current

Documentation after the 2016 report is scarce. Currently, the City has 89 active access points connected to this system. Not all of these AP's are necessarily still installed, working, or active. Additionally, the exact location of each AP, as well as each switch, can only be estimated based on the name, the previous maps created for each phase, and other factors and must be reviewed for accuracy, though the location of a majority of the APs have been verified through collected photos.

Further information on the system is available for the successful proposer upon execution of a contract awarded under this solicitation.



EXHIBIT C

PERSONAL SERVICES AGREEMENT

Contractor	[Name]
Consideration	[\$Contract Price]
Effective Date	[DATE]
Completion Date	[DATE]
Project/Services	Project No. 2024-005 – The Dalles Municipal Wi-Fi Assessment

This PERSONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and [Name], a [entity type] (**Contractor**), for Contractor’s provision of municipal Wi-Fi assessment services to the City.

WHEREAS, the City requires performance of certain personal services described in the solicitation for Project No. 2024-005, attached to and made part of this Agreement as **Exhibit A**; and

WHEREAS, Contractor desires to perform those certain personal services pursuant to the compensation and conditions set forth herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

A. Contractor’s Duties

1. Scope of Services. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor’s proposal, attached to and made part of this Agreement as **Exhibit B** (together with the services solicited through Exhibit A, **Work**). The Parties agree the Work shall be interpreted broadly to the City’s benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in Exhibits A and B but necessary to fully and effectively perform those specifically listed tasks.
2. Insurance and Indemnity.
 - a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers’ Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$2,000,000 (per occurrence) and \$4,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000.
 - b. Certificates. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30



days' notice before cancelling any insurance policy contemplated by this Agreement.

- c. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- d. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subconsultants) acts or omissions in the performance of this Agreement.

3. Payments.

- a. Prompt Payment. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- c. Medical Care. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- d. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- e. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.



B. City's Duties

1. Compensation.

- a. Total. The City agrees to compensate Contractor for the Work in an amount not to exceed \$[contract price], to be paid by check. Contractor to provide the City with a completed Form W-9 within fourteen (14) days of this Agreement's execution.
- b. Progress Payments. The City agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date.
- c. Satisfaction. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- d. Public Budgeting. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

C. Special Conditions

1. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2024-XX and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.
2. Confidentiality. As the City determines is necessary, the Parties agree to enter a separate confidentiality agreement governing Contractor's obligations to abide the City's confidence and safeguard confidential and other information exempt from public disclosure pursuant to the provisions of the Oregon Public Records Law.
3. Acceptance. Contractor agrees to timely notice the City in writing when it believes it has completed the Work so the City can undertake a final inspection. The City agrees to inspect the Work (and all records generated by Contractor relating to the Work) within fifteen (15) days of its receipt of Contractor's completion notice. The City agrees to either accept the Work or notice Contractor of any defects or remaining performance necessary to fully complete the Work. The City agrees to provide Contractor its final acceptance of the Work once it determines all of the Work has been performed satisfactorily.



D. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Subconsultants. Contractor agrees to provide the City with a list of proposed subconsultants before awarding any subcontract connected with the Work or this Agreement and shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.
8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of



Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

9. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.
10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: City Manager
 City of The Dalles
 313 Court Street
 The Dalles, OR 97058

To Contractor: [Title]
 [Contractor]
 [Address]
 [Address]

IN WITNESS WHEREOF, the Parties duly execute this **PERSONAL SERVICES AGREEMENT** this _____ day of _____, 2024.

CITY OF THE DALLES

CONTRACTOR

Matthew B. Klebes, City Manager

[Name], [Title]

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney

