



City of Hillsboro, Oregon  
**Request for Proposals**

**Sanitary and Storm Sewer Line Cleaning and Televised Inspections**

**RFP No. 2016-5-PWOPS**

<b>Proposals Due:</b>	Not Later than 2:00:00 PM Pacific Time, May 23, 2016 Late proposals will not be considered.
<b>Submit Proposals to:</b>	City of Hillsboro Public Works Operations 142 SE Maple Street Hillsboro, OR 97123  For purposes of this RFP: This location and address is the “Bid Desk”
<b>Contact:</b>	<b>Direct Questions to:</b> Steve Lampert Email: <a href="mailto:steve.lampert@hillsboro-oregon.gov">steve.lampert@hillsboro-oregon.gov</a> Phone: 503-615-6571
<b>Deadline for Questions:</b>	May 20, 2016 This date also serves as the deadline for solicitation protests.
<b>Electronic Responses:</b>	Original hardcopy, signed proposals are required, A supplemental electronic component may also be requested. Digital signatures not accepted.
<b>Notifications</b>	Addenda, notifications, invitations and Notice of Intent to Award will be posted electronically at: <a href="http://www.hillsboro-oregon.gov/publicworksitb">www.hillsboro-oregon.gov/publicworksitb</a>

**Request for Proposals (“RFP”) Availability:**

This RFP is available electronically at the following: [www.hillsboro-oregon.gov/publicworksitb](http://www.hillsboro-oregon.gov/publicworksitb)

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**Advertisement/Notice**

**Request for Proposals**

**2016-5-PWOPS**

**Sanitary and Storm Sewer Line Cleaning and Televised Inspections**

The City of Hillsboro ("City") seeks qualified organizations able to provide Sanitary and Storm sewer cleaning and closed circuit televised inspections of lines.

Proposals are due no later than 2:00 PM, PST on May 23, 2016. Proposals must be delivered to: 142 SE Maple Street, Hillsboro, OR 97123. Proposals will be received by: Public Works Operations Division. Late proposals shall not be accepted.

This RFP document may be obtained electronically at: State of Oregon ORPIN website at: <http://orpin.oregon.gov/open.dll/welcome>; the City's website at [www.hillsboro-oregon.gov/publicworksitb](http://www.hillsboro-oregon.gov/publicworksitb) from May 9, 2016 until, at minimum, the date and time Proposals are due. The RFP and contract terms and conditions may be reviewed at Public Works Operations, 142 SE Maple Street, Hillsboro, OR 97123. Proposal opening will occur shortly after the date and time proposals are due and the RFP has closed.

For additional information contact:

Steve Lampert

Email: [steve.lampert@hillsboro-oregon.gov](mailto:steve.lampert@hillsboro-oregon.gov)

Phone: 503-615-6571

Minority, Women, and Emerging Small Businesses ("MWESB") are encouraged to respond. When subcontracting, all proposers are encouraged to contact and consider MWESBs. Businesses or individuals will not be discriminated against on the grounds of race, color or national origin, in the awarding of a contract or contracts resulting from this RFP.

## 1 Introduction

The City of Hillsboro seeks written proposals from qualified vendors able to provide storm water pipe line cleaning and sanitary sewer closed circuit television inspection (CCTV) services under a one year contract. Please see the attached maps for the scope of project work. The budget for this project shall not to exceed \$750,000.

### 1.1 Contract Term

The City intends to award a single contract as a result of this RFP. The contract term will be one year term.

### 1.2 Background

#### 1.2.1 About the City of Hillsboro

Proposers are encouraged to visit the [City's website \(www.hillsboro-oregon.gov\)](http://www.hillsboro-oregon.gov) and learn about the City's history, our strategic plan, projects and initiatives.

#### 1.2.2 Project/Contract Background

Sewer - The City of Hillsboro is a co-implementer of various program elements in the Clean Water Services (CWS) watershed-based NPDES Permit. The City owns, operates, and maintains the gravity sewer collection system for lines less than 24" in diameter within the City's urban services boundary. Lines 24" and larger in diameter, pump stations, force mains, and treatment facilities are owned, operated, and maintained by CWS. Sewage from Hillsboro is conveyed via the City's piped collection system to either the Hillsboro West Treatment Plant or the Rock Creek Treatment Plant. The roles and responsibilities for the conveyance and treatment of sewage were established through a 1970 intergovernmental agreement. This IGA has been updated numerous times over the last 43 years to comply with federal and state regulations. The updated sewer requirements have been included in the IGA by CWS Resolutions and Orders (R&Os) and adopted without exception by City Council via resolution.

Storm Water Management (SWM) - In the late 1980's, Washington County and cities in the Tualatin Basin were sued by a third party under the provisions of the Federal Clean Water Act. In that suit, the plaintiff argued that storm water runoff from development in the basin was polluting the Tualatin River. A settlement was reached that resulted in the 1990 formation of a regional storm water program managed by CWS. The cities partnered with CWS to cooperatively implement the standards necessary to manage storm water quantity and quality within the District's service area. As a result, the roles and responsibilities for Hillsboro's SWM program are governed by an IGA with CWS. Periodically, this IGA is adjusted to account for changes in program requirements and federal and state regulations relative to storm water quality management. All SWM requirements are updated and included in revised R&Os and are adopted by the Hillsboro City Council.

In order to meet the CWS performance requirements , the City must clean and inspect approximately three million feet of storm and sanitary sewer pipelines (combined) on a four (4) and eight (8) year cycle respectively. The City wishes to hire a contractor to help get this work caught up and back into compliance with its IGA requirements with CWS.

### 1.2.3 Environmental Sustainability

Hillsboro is a community in transition. The City has experienced rapid growth and diversification of its population and economic base over the past 20 years. This growth has created new economic opportunities as well as pressures on economic, social and environmental resources.

The City's Sustainability Plan details the structure and process of the City's sustainability efforts, including long range goals, principals, ongoing efforts and new opportunities. The City welcomes the support of our contractors and business community in these efforts.

### 1.2.4 Participation of Minority-owned, Women-owned and Emerging Small Businesses

Minority, Women, and Emerging Small Businesses ("MWESB") are encouraged to propose. All proposers are encouraged to contact and consider MWESBs when subcontracting or partnering. Businesses or individuals will not be discriminated against on the grounds of race, color or national origin, in the awarding of a contract or contracts resulting from this RFP.

### 1.3 Schedule

ACTIVITY	DATE
Request for Proposal Issued	May 9, 2016
Deadline for Questions or Clarifications	See Page 1
Proposals Due	See Page 1
Notice of Intent to Award	June 15, 2016
Anticipated Contract Start	June 22, 2016
Project Completion Date	June 30, 2016

The City reserves the right to deviate from this schedule.

### 1.4 RFP Questions, Clarifications and Changes

Any Proposer requiring clarification of the information provided in this solicitation must submit specific questions or comments in writing (preferably in email) to the Contact shown on page 1 of this document. The deadline for submitting such questions is also shown on page 1 of this document.

#### 1.4.1 Changes to the RFP and Addenda

If the City determines that additional information or clarification to the RFP is necessary, or if changes are made to the RFP, such information will be supplied in addenda, posted as specified on page 1 of this RFP.

Addenda shall have the same binding effect as though contained in this RFP. The City shall issue all addenda not less than five (5) days prior to proposal due date.

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

## 2 Statement of Work

### 2.1 Overview

The Contractor will provide professional services to perform sanitary and storm sewer line cleaning and CCTV inspections. Contractor shall:

- A. Provide all labor, equipment, materials, supervision, and quality control to perform sanitary and storm line cleaning and CCTV inspections as per contract specifications.
- B. Provide all labor, equipment, materials, supervision, and quality control to collect, handle, and properly dispose of all debris collected in the performance of sanitary and storm line cleaning and inspection processes.
- C. Perform all work in accordance with applicable federal, state, and local laws, statues, and ordinances.

### 2.2 Scope of Work

- A. Clean the interior of sanitary sewer and storm sewer conveyance pipelines within Hillsboro as identified in GIS shapefiles provided to Contractor, in sizes ranging from 4 inch to 21 inch for sanitary sewer, and ranging from 4 inch to 96 inch for storm sewer, as detailed in this specification.
- B. Televis and clean (if necessary in order to perform CCTV inspection) the interior of sanitary sewer and storm sewer conveyance pipelines within Hillsboro as identified in GIS shapefiles provided to Contractor, in sizes ranging from 4 inch to 21 inch for sanitary sewer, and ranging from 4 inch to 96 inch for storm sewer, as detailed in this specification.
- C. The work to be done under this contract includes but is not limited to: providing all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with Section 2.2.5 Performance Requirements.
- D. Electronic transmission of data and digital images shall be uploaded by Contractor to the City's FTP Site on a weekly basis.
- E. All work must fully conform to City codes and regulations and Clean Water Services (CWS) Performance Requirements.
- F. All work shall be performed during normal working hours.
- G. Software: CCTV inspection software must be PACP (Pipeline Assessment Certification Program) certified and must utilize the most recent NASSCO (National Association of Sewer Service Companies) PACP version.
- H. PACP Operators are to be certified and must submit proof of current certification as part of the packet.
- I. Line cleaning to enable CCTV will be done as authorized by Superintendent, or designee, and must be approved on a line-by-line basis.

#### 2.2.1 Definitions:

- A. Superintendent shall mean the Public Works Superintendent of the City of Hillsboro or the Superintendent's designee.
- B. Adverse Weather Condition shall mean heavy rains, extreme cold, snow, ice, Environmental Protection Agency designated "Clean Air Action Days", or any other inclement weather conditions which, in the opinion of the Superintendent, requires emergency work stoppage, in order to protect the public health, safety, and welfare.

- C. Council shall mean the City Council of the City of Hillsboro.
- D. Contractor shall mean firm performing sanitary and storm pipe inspection and cleaning services.
- E. Normal Working Hours shall mean an eight (8) hour work day, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- F. Assigned and Scheduled Storm and/or Sanitary Sewer Pipe Inspection Services shall mean the approved work schedule as agreed to or revised by Contractor and the City of Hillsboro.
- G. Assigned and Scheduled Storm and/or Sanitary Sewer Pipe Line Cleaning Services shall mean the pre-approved work schedule as agreed to or revised by Contractor and the City of Hillsboro.
- H. CCTV shall mean Closed Circuit Television.

### **2.2.2 Contractor Deliverables/Responsibilities**

#### **TV Inspection Work per Attached Map of Work Area (Exhibit A):**

- A. The Contractor is responsible for the recorded televised inspection of storm and sanitary sewer lines, utilizing NASSCO Certified PACP Inspection Software Solution. The Contractor will be responsible for providing an approved export routine for transmission of both data and digital videos to the City's FTP site.
- B. The documentation must be of acceptable quality as approved by the Superintendent. Blurry, out of focus, or un-centered inspections will not be accepted.
- C. All coding must be performed using the current version of NASSCO's PACP codes.
- D. All information must be included on documentation using City IDs, manhole numbers, line segments, size of lines, type of pipe, direction of flow, etc. The City will provide the necessary GIS data in shapefile format.
- E. Contractor will utilize City-provided tablet and maintenance management software to record work performed on a daily and per line basis. Training on the use of City hardware and software will be provided by the City prior to commencement of work.
- F. Contractor shall agree to City Information Services Policies and Procedures (current version - see Attachment E).
- G. Some areas of the City have weak cell signal strength. For this reason, Contractor will need to provide a Wi-Fi Hotspot needed for wireless tablet to enable connectivity and for data transfer.
- H. Contractor shall not attempt to cut or remove protruding taps in clay pipe lines.
- I. The Contractor shall immediately notify the Superintendent if there is surcharge, flooding or where potential damage is either occurring or is threatening to cause damage to public or private property as a result of Contractor's work.

#### **Line Cleaning Work per Attached Map of Work Area (Exhibit B):**

- A. Contractor will utilize City-provided tablet and maintenance management software to record work performed on a daily and per line basis. Training on the use of City hardware and software will be provided by the City prior to commencement of work.

- B. Some areas of the City have weak cell signal strength. For this reason, Contractor will need to provide a Wi-Fi Hotspot needed for wireless tablet to enable connectivity and for data transfer

### **2.2.3 City Deliverables/Responsibilities**

- A. The City will provide a tablet and maintenance management software to record work performed on a daily and per line basis.
- B. The City will provide training on the use of City hardware and software prior to commencement of work.
- C. The City will provide the necessary GIS data in shapefile format, with the necessary information to allow contract to complete required documentation.

### **2.2.4 Applicable Regulations/Published Standards for Work/Certifications or Licensure**

- A. NASSCO PACP codes for televised line rating protocol
- B. Pipeline Assessment Certification Program) certification
- C. Clean Water Services Performance Requirements

### **2.2.5 Performance Requirements**

#### **TV Inspection Work per Attached Map of Work Area (Exhibit A):**

- A. Mobilization at the worksite with work crew sufficient to properly and efficiently operate the television scope equipment and record the inspection as per the specifications.
- B. Television inspection and cleaning of the designated sanitary sewer and storm sewer conveyance pipelines.
- C. All mobilization and demobilization costs associated with this contract are the Contractor's responsibility.

#### **Line Cleaning Work per Attached Map of Work Area (Exhibit B):**

- A. Mobilization at the worksite with work crew sufficient to properly and efficiently operate the pipeline cleaning equipment per the specifications.
- B. All mobilization and demobilization costs associated with this contract are the Contractor's responsibility.
- C. The equipment shall be capable of removing dirt, grease, rocks, sand, roots, protruding taps, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire line section cannot be successfully performed from one manhole, the equipment shall be set up at the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, the Contractor shall notify the City before proceeding with any further work in that section of line.
- D. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be trapped and removed at the downstream manhole of the line section being cleaned. Passing material from line section to line section, which could cause line stoppages, accumulations of debris in wet wells, or damage pumping equipment, shall not be permitted.
- E. All solids or semi-solids resulting from the cleaning operations shall be removed from the

site and disposed of in a manner that meets all requirements of state, county, regional and local regulations regarding health, safety, and public welfare. Under **NO** circumstances shall the Contractor accumulate debris, etc., on site beyond a single workday except in totally enclosed containers and as approved by City. Contractor shall dispose of the material off site in an approved and lawful location. The cost of disposal shall be considered incidental to the project cost and the responsibility of the Contractor.

- F. Acceptance of sewer line cleaning shall be based on television inspection performed by others.
- G. The Contractor shall remove roots from line sections indicated on as required to perform the work. The Contractor shall pay special attention to the removal of roots from the joints. Root removal procedures may include the use of mechanical equipment such as rodding machines, and root cutters.
- H. Contractor shall not attempt to cut or remove protruding taps in clay pipe lines.
- I. The contractor shall immediately notify the Superintendent if there is surcharge, flooding or where potential damage is either occurring or is threatening to cause damage to public or private property as a result of Contractor's work.

#### **2.2.6 Communication and Meetings**

The Contractor will meet with the City, at the Public Works Operations location, for weekly status and project review meetings. Such meetings will be scheduled after the contract has been awarded.

#### **2.2.7 Risk Identification and Mitigation**

- A. The City assumes no responsibility for any Contractor-owned equipment lost during the inspection or line cleaning processes performed by the Contractor.
- B. In the event the Superintendent determines that a line segment(s) has been improperly cleaned and/or televised, the section(s) in questions shall be re-cleaned and/or re-televised at no cost to the City. The Contractor shall perform this work within five (5) calendar days of the request by the City.
- C. During the progress of any job, the Contractor may suspend work via written permission of the Superintendent, or designee, wholly or in part, for such period or periods as it may deem necessary due to extremely unsuitable weather, or such other conditions as are considered unfavorable for the suitable execution of the work. Contractor shall proceed only when and if authority is granted. Any work performed without approval will be at the Contractor's risk and shall be held liable for any compensation to the City.
- D. When hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or tools which retard the flow in the sewer line, are used, the Contractor shall take precautions to ensure that the water pressure created does not cause pipe damage, property damage, or flooding of public or private property. Any flooding, property damage or pipe damage caused by the Contractor's cleaning operations shall be repaired by the Contractor to a condition as good as or better than the original.

#### **2.2.8 Invoicing and Billing**

- A. The City agrees to pay the Contractor on the basis of the price per lineal foot as denoted on Attachment C: Schedule of Bid Prices.

- B. The City shall make payments to the Contractor within 30 days upon receipt of an invoice submitted on or before the last day of each month. Payment shall be based on unit prices as specified above.
- C. Payment by the City shall release the City from any further obligation for that period of work to the Contractor. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein by the City.
- D. Any proposed changes to the contract must be negotiated 60 days prior to renewal. An escalation in the rate may be negotiated as determined by the Superintendent.

**3 Proposal Format, Content, and Submission**

**3.1 Proposal Format**

City written proposal standards:

- Proposal includes Attachment B as the first page of the proposal.
- Proposal addresses all evaluation criteria in the order presented in this RFP.
- Proposal is 20 pages (or less) in length, not including reports, resumes, and like attachments.
- Proposal is double-sided when possible. Double-sided sheets are considered as two pages.
- Proposal is prepared simply and economically, and is comprised of recyclable and, ideally, recycled materials. Proposal is unbound.
- Please do not include sales or promotional materials as part of proposal unless requested.
- The original hardcopy proposal is marked: "Original".

These standards are recommended. Proposals not conforming to these standards may receive lower scores, for example, if proposals are overly lengthy or responses to evaluation questions are not easily located within the proposal.

**3.2 Proposal Content**

Include the content listed in the **Proposal Content Table**.

Proposals shall include all designated mandatory requirements. Proposals lacking one or more of the mandatory requirements may be rejected as non-responsive. Mandatory requirements are designated by a check mark in the "Mandatory" column of the Proposal Content Table.

<b>Proposal Content Table</b>					
Proposer Certifications and Representations, signed by an authorized representative	Attachment B				
			Mandatory	Scored	Optional
Evaluation Criteria Responses			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rate, Fee or Price Proposal	Attachment C		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 3.2.1 Attachment B: Proposer Certifications and Representations

Include a signed and completed Attachment B: Proposer Certifications and Representations form. Proposers may submit a signed, scanned copy of Attachment B., providing it otherwise conforms to the RFP requirements. Digital or stamped signatures are not acceptable.

### 3.3 Proposal Submission

Provide one hardcopy original proposal and one additional complete hardcopy to the Contact and Bid Desk location listed on the first page of this RFP. Proposals are due no later than the due date and time shown on the first page of this RFP (“Proposals Due”). It is the Proposer’s sole responsibility to ensure that its proposal is delivered and time-stamped, at the Bid Desk, prior to the RFP closing date and time.

Proposals not time-stamped at the Bid Desk by the due date and time shall be considered late. City shall deem such proposals ineligible for award consideration. The official time will be that of the Bid Desk clock/timestamp at the Bid Desk.

Proposals will be submitted in a sealed envelope, or box, with the following information provided on the outside of the package:

- RFP Title
- RFP number
- Proposer name
- Proposer Address

### 3.4 Written Proposal Instructions

Address each of the following Evaluation Criteria completely, and in the order provided:

<b>Written Evaluation Criteria</b>	
<b>A. Organizational Structure and Experience</b> <ol style="list-style-type: none"><li>1. Briefly describe your organization and its history. You may provide an organization chart if you wish.</li><li>2. List three projects or contracts, similar to the scope of work of this RFP (completed on time and on budget to a high quality standard) in which your organization was the primary contractor or performed at least 50% of the work. Indicate the project/contract value, starting and ending dates, and a brief description of the project/contract. Provide a positive reference for each of the projects named above including: the project, client name, contact person, his/her title (and department if relevant), phone number, and email.</li><li>3. If subcontracting: Specify which portions of the work will be subcontracted and name the subcontractor. Describe similar work the subcontractor completed on time and on budget to a high quality standard, including project start and end dates, clients and cost.</li></ol>	Maximum Points Available: 20

<p><b>B. Qualifications</b> Describe your company’s qualifications to perform this work.</p> <p>Please confirm that your company meets the following criteria:</p> <ol style="list-style-type: none"> <li>1. Contractor must be NASSCO PACP Certified, utilizing PACP Inspection Software Solution, and all CCTV inspections must be performed by an Operator with current NASSCO PACP certification, and must provide proof of current certification.</li> <li>2. All coding must be performed using the current version of NASSCO’s PACP codes.</li> <li>3. Indicate the position of the certified/licensed individual(s) within your company, and whether the individual(s) would be assigned to the work of this RFP if contracted.</li> <li>4. Indicate your experience using a web-based maintenance management system.</li> </ol>	<p>Maximum Points Available: 20</p>
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<p><b>C. Capacity and Key Personnel</b> Describe your firm’s ability to perform this work in the allotted time. What other projects or contracts is your company working on? Could these interfere with this work? If this contract may stretch the capacity of your company, how do you propose to obtain the required personnel, experience, equipment or capital to perform the work?</p> <p>List the key staff proposed to perform the Work. Describe the role of each key staff member proposed and the percentage of his or her time which will be allotted to the project/contract. AND: Provide the resume of each key staff person proposed. AND: Describe the experience of the key staff and how he/she is ideally suited to his/her role on the project. AND: Who will be the key account representative on this contract, if awarded? Provide his or her resume as an attachment.</p>	<p>Maximum Points Available: 10</p>
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<p><b>D. Methodology /Approach to the Work/Project Plan</b> How will your achieve the objectives the scope of the work? Provide a Project Plan for the work.</p>	<p>Maximum Points Available: 20</p>
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<p><b>E. Equipment Requirements:</b></p> <ol style="list-style-type: none"> <li>1. List the model year, and type of line cleaning equipment proposed for storm water pipe.</li> <li>2. List the model year, and type of line cleaning equipment proposed for sanitary sewer pipe.</li> </ol>	<p>Maximum Points Available: 15</p>
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3. List the model year, and type of line CCTV equipment proposed for storm water pipe.	
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<b>F. Proposed Cost</b>  In Attachment C, provide the total proposed cost to provide all goods and services proposed. Include the cost of any optional services or other services you proposed but were not specified.	15
<b>Written Evaluation - Total Points Available:</b>	100

### 3.5 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 Proposal Evaluation and Award

### 4.1 Clarification of Responses

If the City deems one or more proposal is in need of clarification, it will request such clarification in writing. The City will afford the Proposer(s) contacted an opportunity to respond with the necessary clarification.

### 4.2 Proposal Evaluation

An Evaluation Committee, consisting of not less than three individuals, will evaluate the written 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. The City may appoint different evaluation committee members to each tier of the evaluation process. The City reserves the right to conclude evaluation after any evaluation tier and all evaluation tiers, beyond the written evaluation tier, will be conducted at the City’s discretion.

#### 4.2.1 Tier 1: Written Proposal Evaluation

Each evaluator shall independently score each proposal in accordance with the Evaluation Criteria and will then sum his or her scores for each proposal. The scores of all evaluators will then be totaled.

#### 4.2.2 The Competitive Range

In the event the City determines to utilize a multi-tier evaluation process, it will establish a Competitive Range for the purpose of obtaining a short-list of those proposers, which are closely

competitive or may best meet the City's requirements for the Work. Proposers will be notified of those in the Competitive Range. This notice will be posted as described on page 1 of this RFP. This Competitive Range process will be performed between each tier of evaluation, with either the same proposers, or fewer, advancing to the next tier.

#### **4.2.3 Interview Process and Evaluation (at City's Option)**

Each evaluator will independently score each proposal in accordance with the Interview Evaluation Criteria and will then sum his or her scores for each proposal. The interview scores of all evaluators will then be totaled.

### **5 Notice of Intent to Award, Negotiation and Contract Award**

#### **5.1 Determination of Highest-Ranked Proposal**

After all tiers conducted have been evaluated, the City will rank proposers, with the highest scoring proposer deemed highest-ranked. The City will total scores for each evaluation tier and will base its ranking on this total.

#### **5.2 Best and Final Offers**

At its sole discretion, the City may require best and final Offers (BAFO). All proposers within the current Competitive Range, after evaluation of the previous tier, will be invited to submit BAFO.

##### **5.2.1 In the event BAFO are requested:**

The City will provide a response deadline for BAFO submissions. If the City is dissatisfied with the BAFO received, the City may request another submission of BAFO. Unless a Proposer submits either a notice of withdrawal, or a BAFO, prior to the deadline, the Proposer's immediately previous Offer will be considered its BAFO. The City will re-rank proposals based on BAFOs.

#### **5.3 Notification of Intent to Award**

The City shall notify Proposers of its Intent to Award to the highest-ranking eligible proposer by posting such notification on the website specified on page 1 of this RFP, or the City shall notify Proposers of its Intent to Award by emailing such notification to the individual and business named on Attachment B, at the email address provided.

#### **5.4 Negotiation**

The City will conduct a Serial Negotiation process. The City will commence negotiations with the highest-ranked eligible proposer. At any time during negotiations, the City may terminate negotiations with the highest-ranked eligible Proposer. In this event, the City may commence negotiations with the next highest-scoring eligible proposer, and continue the sequential process until the City has either:

- Determined to Award the Contract to the eligible Proposer with whom it is currently negotiating; or
- Decided to cancel the Procurement under ORS 279B.100.

#### **5.4.2 Negotiable Items**

The City may negotiate:

- The statement of work;
- The Contract Price
- Minor changes to contract terms and conditions

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.

### **6 Solicitation Terms and Conditions**

#### **6.1.1 Proposer Cost of Response Preparation**

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP.

#### **6.1.2 Submitted Materials Are City Property**

All materials submitted for any proportion of a Proposal in response to this RFP, or during any tier of this solicitation, will become the property of the City and will not be returned to proposers.

#### **6.1.3 Proposal Validity**

Proposals will remain valid for a period of 90 Days following the Proposal submission deadline.

#### **6.1.4 Solicitation Cancellation, Rejection of a Proposal or All Proposals**

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

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.

#### **6.1.5 Disputes**

In case of any doubt or difference of opinion as to: The items or service to be furnished under this RFP, or the interpretation of the provisions of the RFP, the decision of the City will be final and binding upon all parties.

#### **6.1.6 Publicity**

News releases relating to this RFP will not be made without prior approval by, and in coordination with, the City's Communication department.

#### **6.1.7 Preference for Recycled Materials**

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

- The Recycled Product is available;

- The Recycled Product meets applicable standards
- The Recycled Product can be substituted for a comparable non-recycled product; and
- 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.

### **6.1.8 Confidentiality**

The City is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of such exemptions are: trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501 (15)). 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:

- Such pages will be clearly marked “Confidential” on each page of the confidential document.
- Proposer will separate confidential pages from its other Proposal pages by providing the confidential pages to the City in a separate envelope or package.
- In its proposal, Proposer will cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- Items 5.10 a) and 5.10 b) will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.

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 per 5.10 b) 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 a court of competent jurisdiction.

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

## **7 Protest of Solicitation or Award**

### **7.1 Protest of Solicitation or Contract Documents**

Any Proposer wishing to protest this RFP or any provision, specification or contract term herein, must submit such questions, comments or protests to the Contact on page 1 of this RFP.

The deadline for submitting such protests is the same date as the deadline for questions listed on the first page of this RFP.

### **7.2 Content of Solicitation Protest**

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

- Sufficient information to identify the solicitation that is the subject of the protest;

- 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;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- 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.

### 7.3 Protest of Contract Award

- Adversely affected Proposers who wish to protest the Competitive Range, proposal rejection as non-responsive, the Intent to Award a contract, may do so providing:
  - The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest were successful: and
  - The reason for the protest is that all higher-ranked proposals are non-responsive;
  - The City has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
  - The City has abused its discretion in rejecting the protestor’s Proposal as non-responsive or;
  - The City’s evaluation of Proposals or the City’s subsequent determination of Award is otherwise in violation of its Public Contracting Rules or the Public Contracting Code.
- An affected Proposer may only protest its exclusion from a tier of competition if the Proposer is responsible, submitted a responsive proposal and, but for the City’s mistake in evaluating the Proposer’s offer, or other Proposer Offers, the protesting Proposer would have been eligible to participate in the next tier of competition.
- All protests must be in writing and physically received by the Purchasing Manager or designee no later than 2:00 PM Pacific Time on the seventh (7<sup>th</sup>) calendar day after the posted Notice of Intent to Award or postmarked rejection. Address protest to:

Purchasing Manager  
 Finance Department  
 City of Hillsboro  
 150 E. Main Street  
 Hillsboro, OR 97123

- 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.
- Protests not filed within the time specified time herein, 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 solicitation or contract documents is not grounds for protest.

## 8 Contract Terms and Conditions

### 8.1 Contract Award and Term

The contract award and term are specified Section 1 of this RFP.

## **8.2 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. 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.

## **8.3 Insurance**

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

## **8.4 Intergovernmental Permissive Cooperative Agreement**

At the discretion of the Contractor and pursuant to ORS 279A and City procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s), under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligations to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no guarantee as to their participation.

# TRADE SERVICES CONTRACT

This contract is between the City of Hillsboro, a municipal corporation of the State of Oregon ("City"), and [REDACTED] ("Contractor").

**City and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:**

## **SECTION 1 - PURPOSE AND STANDARD OF SERVICES**

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the City and the Contractor.
- 1.2. All work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used in the industry, in accordance with industry standards. City's authorized representative shall have access to and the right to inspect the work at all times. Defective work shall be corrected at Contractor's expense.
- 1.3. Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work in this contract. Unless otherwise specified in this contract, Contractor shall obtain all permits necessary to perform the work. Failure to comply shall constitute a material breach of this contract.

## **SECTION 2 - CONSIDERATION**

- 2.1. Contractor shall perform the work described in Attachment A (Contractor's Proposal/Scope of Work), in consideration for which City agrees to pay for the work in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$ [REDACTED], unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior City approval; but City reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the City Contract Administrator.
- 2.5. **NON-PERFORMANCE:** If contractor is found to not be performing the work in accordance with the Statement of Work and the specifications of the ITB the contractor may be subject to the following penalties:
  - 2.5.1. Withholding of funds
  - 2.5.2. Complete the work without any additional payments
  - 2.5.3. Contractor may be found to be in default and termination of the contract.

### **SECTION 3 - CONTRACT TERM**

- 3.1. The effective date is: [REDACTED], or upon final signature, whichever is later.
- 3.2. The expiration date is: [REDACTED], unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the City's right to enforce this contract with respect to any default or defect in performance that has not been cured.

### **SECTION 4 - ADDITIONAL DOCUMENTS & ATTACHMENTS**

- 4.1. The following documents are incorporated into this contract:
  - Contractor's Proposal Dated [REDACTED]. Attachment [REDACTED]
  - Standard Contract Terms and Conditions
  - Bid form packet – Attachment [REDACTED]
- 4.2. The following Attachments are incorporated into and made a part of this contract:
  - Trade Service ITB issued [REDACTED]
  - General Instructions to Bidders – Attachment B
- 4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions and Contractor's Response.
- 4.4. **[OPTIONAL] PREVAILING WAGE RATES (BOLI REQUIREMENTS):** The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates established by the Bureau of Labor and Industries (BOLI), as outlined in Sections C.1 and C.2 of the General Conditions when the contract price exceeds \$50,000.

This ITB and the resulting Contract are subject to the BOLI requirements and **[For projects with no federal funding: the "PREVAILING WAGE RATES for Public Works Contracts in Oregon" Or, for federally funded projects:]** "the PREVAILING WAGE RATES for Public Works Contracts in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act. The BOLI wage rates referenced for this ITB are listed on page one of this ITB. The Work will take place in Washington County, Region 2.

[http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml)

**SECTION 5 - CITY CONTRACT ADMINISTRATOR**

Name: [Redacted]  
Address: [Redacted]  
Hillsboro, OR 97123  
Telephone: [Redacted]  
E-mail: [Redacted]  
Fax: [Redacted]

## **SECTION 6 - SIGNATURES**

### **6.1 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City of Hillsboro. Any estimated purchase volumes listed herein do not include other public agencies and the City of Hillsboro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Will your company participate in Intergovernmental  
Cooperative Purchasing?

Yes       No

If No, please explain on a separate sheet of paper.

**6.2 PREFERRED METHOD OF PAYMENT:** The City's preferred method of payment is by a MasterCard credit card. Please indicate if you are able to accept payment via credit card.

Will accept payment by a MasterCard credit card    Yes    No

### **6.3 CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS**

By my signature below, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225. ant that the Contractor is not in violation of any Discrimination Laws.

**CONTRACTOR:**

**By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.** I also agree to perform the statement of work in accordance with the specifications and meet the performance standards set forth in the ITB.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Printed) Title

Address: \_\_\_\_\_  
Street City State Zip Code

\_\_\_\_\_  
Tax Identification Number Contractors Construction Board Number (CCB)

**Contractor Contact Person:**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**CITY OF HILLSBORO:**

\_\_\_\_\_  
Signature/Title Date

## STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of City. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** 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 benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the City Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “the claim”) between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Washington County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts. If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.
5. **Remedies Cumulative.** All rights and remedies of City and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law.
6. **Severability/Waiver.** City and Contractor 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. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

## **7. Public Contracting Statutes.**

**7.1** All requirements of Oregon Revised Statutes Nos. 279B.220 through 279B.240, Public Contracting, including but not limited to the following, as applicable, are incorporated herein by reference:

- a. ORS 279B.220(1), Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;
- b. ORS 279B.220(2), Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
- c. ORS 279B.220(3), Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished;
- d. ORS 279B.220(4), Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and may to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation and;
- e. Contractor shall pay employees for services as stated in ORS 279B.235(1). The employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

**7.2.** Making Payments::

- a. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City 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 Contractor by reason of the Contract.;
- b. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- c. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).
- d. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such

employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

## **8. Independent Contractor.**

- 8.1.** Contractor shall perform the work required by this contract as an “Independent Contractor.” Although City reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor’s performance. The Contractor shall comply promptly with any requests by City relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2.** Contractor represents and warrants that Contractor is not an employee of the City, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the City, as those terms are used in ORS 30.260 et. seq.
- 8.3.** Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4.** Contractor agrees to immediately provide City notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without City’s written consent, any obligation of City to indemnify Contractor for any actions under this contract.

- 9. Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the City.

## **10. Termination.**

**10.1.** This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of City; however, Contractor must provide written notice to the City Contract Administrator and provide City with thirty days to cure the default.

- c. City may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within seven calendar days or such other period as the City may authorize or require.
- 10.2. Upon receiving a notice of termination issued by City, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination.
- 10.3. In the event the City Council of the City of Hillsboro reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then the City may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, and Contractor agrees to abide by any such decision.
- 10.4. In addition to its other rights to terminate, the City may terminate this contract in whole or in part upon thirty days' notice to Contractor when it is determined to be in the best interests of the City. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the City from such winding down and cessation of services.
- 10.5. The rights and remedies of the City provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 10.6. If this contract is terminated under subsections 11.3 or 11.4, City shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 10.7. Upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
11. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract
12. **Force Majeure.** Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, City's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
13. **Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting

the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The City's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

14. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
15. **Use of City Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform the services under this contract and shall have no right of access to any facility of the City without prior approval of City Contract Administrator. The City shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on City premises.
16. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the City except on prior specific written authorization from the City Contract Administrator.
17. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
18. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
19. **Warranties.** Contractor represents and warrants to City that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
20. **Records.** Contractor shall maintain all fiscal records 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 hereunder. Contractor acknowledges and agrees that the City and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by 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. All subcontracts shall also comply with these provisions.

21. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to City upon request and shall be considered the exclusive property of the City. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants the City a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the City or produced by Contractor under this contract.
  
22. **Insurance** Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, **comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project. **Automobile liability** with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of the Contractor and the City of Hillsboro. Contractor shall name the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self- insurance carried by the City , issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the City written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Contractor shall provide certificates of insurance and **additional insured policy endorsement** to City prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.
  - 22.2. **Professional Liability Insurance:** In addition to other insurance requirements stated above, and if this insurance is applicable, Contractor shall also provide City evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit. Contractor shall keep in force and effect the professional liability policy for at least one year after the expiration of the contract with City. In any case, Contractor shall notify City in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Contractor, such cancellation or

reduction constitutes a breach of this Contract. **[OPTIONAL]**

**[OPTIONAL] Use one of the following subsections (delete the one not used) on projects that include work on building(s) that have a market value or replacement cost of at least \$100,000. In either case use the total amount of the contract amount in the bank space:**

**22.3 Builders' Risk-(for new construction or building additions): Provide Builders' Risk insurance for an amount equal to at least \$ \_\_\_\_\_ (which will be the total contract amount). The policy shall include as loss payee, the City of Hillsboro, the Contractor and its Subcontractors as their interests may appear.**

**22.3 Builders' Risk Installation Floater (for remodels or a major HVAC project): Provide Builders' Risk Installation Floater for an amount equal to at least \$ \_\_\_\_\_ (which will be the total contract amount). The policy shall include as loss payee the City of Hillsboro, the Contractor and its Subcontractors as their interests may appear.**

- 23. Indemnification.** Contractor shall indemnify, defend, save and hold harmless the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of City attributable to its own negligence. In addition, Contractor expressly agrees to defend, indemnify and hold the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to City by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.
- 24. City Policies.** During the performance of this contract, Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work including obtaining a City of Hillsboro Business License or obtaining a METRO contractor's business license. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 25. Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
- 26. REQUIREMENTS FOR DOING ELECTRICAL WORK ON NEW OR EXISTING**

**CITY FACILITIES:**

- 26.1** All contractors performing electrical work on City facilities must comply with all applicable requirements of the NFPA 70E Standards.
- 26.2** Unless the City determines in its sole discretion that a Contractor's attendance is not necessary, Contractors will be required to attend a Pre-Task Meeting with the Project Manager and Electrical Signing Supervisor or designee to discuss the hazards and safe work procedures for all electrical work to be performed on existing or new City facilities.
- 26.3** If the work performed changes or alters the Arc Flash Analysis, contractor is required to provide an updated Arc Flash Analysis and any required labeling to the Facilities Operations Manager and the Department occupying the facility where the work was performed.
- 26.4** In addition to the above, Contractors performing electrical Work must:
- a. Hold an electrical contractor license. This is a specialized license allowing a company to perform electrical Work. Oregon's Building Codes Division issues the electrical license.
  - b. Hold a valid General Contractor's license or a Specialty Contractors License from the State of Oregon Construction Contractors Board.
- 26.5** The person(s) actually installing or modifying any electrical system in accordance with the Work must possess a valid General Journeyman Electrical license issued by the State of Oregon.
- 27. Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

## ATTACHMENT B: CERTIFICATIONS AND REPRESENTATIONS

**CITY OF HILLSBORO, OREGON  
REQUEST FOR PROPOSAL  
RFP NO.  
Title**

**Proposing Individual, Company or Organization:**

**Legal Form of Business:**

The undersigned hereby certifies that Proposer:

1. Has the authority and/or responsibility to submit a proposal and to represent the organization in all phases of this RFP process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, within the time specified, the items/services as indicated in the RFP, Resultant Contract and the Proposers Submittal.
4. Is a  Resident Proposer,  Non-Resident Proposer, as defined in ORS 279A.120, of the State of Oregon, and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110.

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120 (b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120 (a))

5. Understands any false statement may disqualify this proposal from further consideration or be cause for contract termination.
6. Understands by submitting this Proposal, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the City upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
7. Has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Proposer is not in violation of any discrimination laws.
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:
  - a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
  - b. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**ATTACHMENT B: CERTIFICATIONS AND REPRESENTATIONS**

- c. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
- d. Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
- e. Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
- f. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

The signer of this form attests under penalty of perjury that the Proposer named on this form has complied with the tax laws of this state, or a political subdivision of this state, including ORS 305.620 and ORS chapters 316,317 and 318. (as required per HB 4122 – Oregon Legislative Assembly 2014 Regular Session).

**Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude Proposer from award of a contract under this solicitation.**

9. Acknowledges Receipt of Addenda No's. \_\_\_\_\_ through \_\_\_\_\_ inclusive.

PROPOSERS EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) \_\_\_\_\_ **OR**  
SOCIAL SECURITY IDENTIFICATION NUMBER \_\_\_\_\_

**FAILURE TO SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ (Please Print)

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

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

**Schedule of Bid Prices. Note: Total Contract Amount Shall Not Exceed \$750,000**

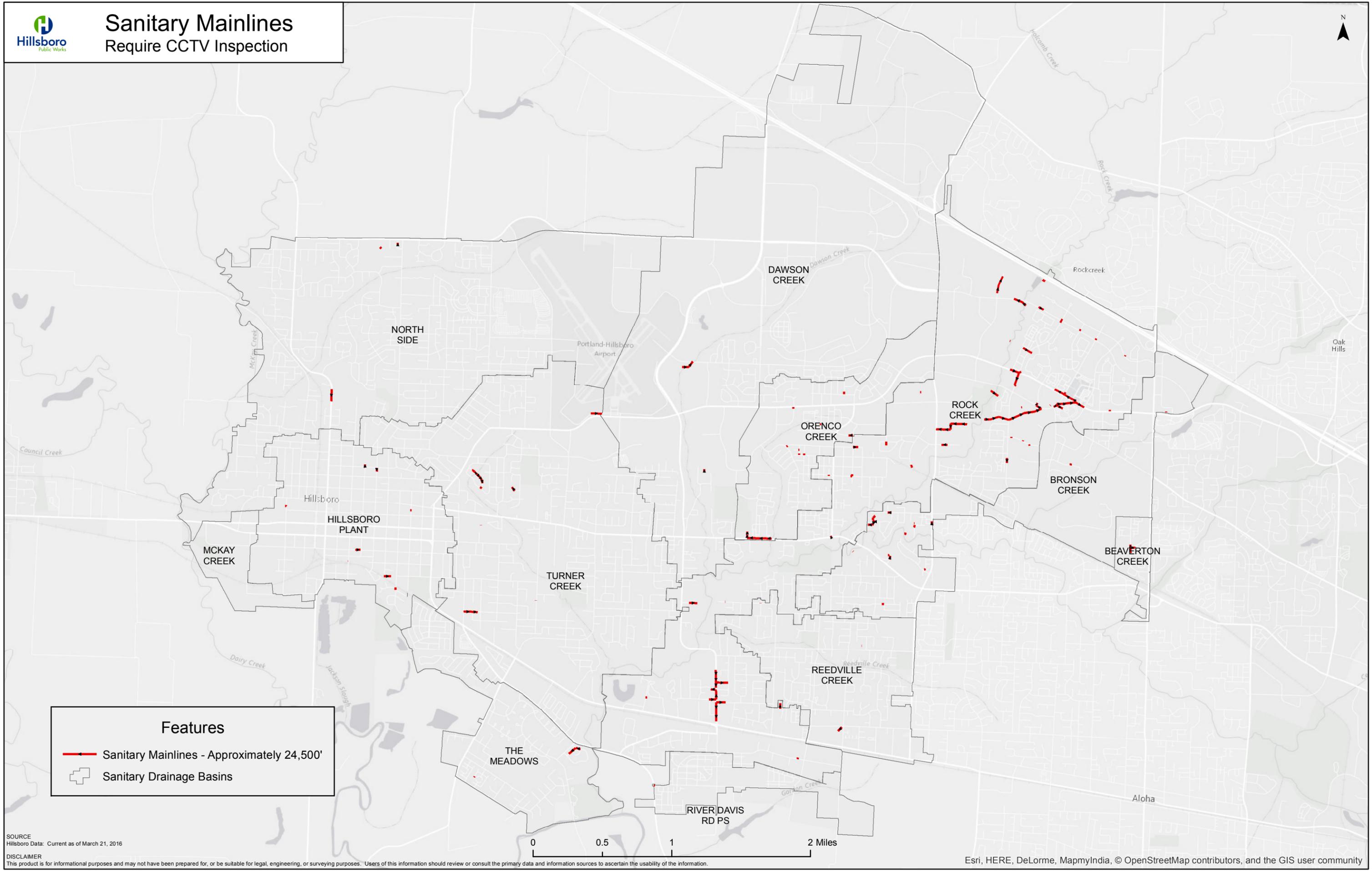
<u>Item Description</u>	<u>Contractor Unit Prices</u>
<b>Sanitary Sewer Line Cleaning and Root Removal</b>	
8"	
10"	
12"	
15"	
18"	
21"	
<b>Sanitary Sewer TV Inspection</b>	
8"	
10"	
12"	
15"	
18"	
21"	
<b>Storm Sewer Line Cleaning and Root Removal</b>	
8"	
10"	
12"	
15"	
18"	
21"	
24"	
27"	
30"	
33"	
36"	
39"	
42"	
48"	
54"	
60"	
66"	
72"	
78"	
84"	
90"	
96"	

**Storm Sewer TV Inspection**

- 8"
- 10"
- 12"
- 15"
- 18"
- 21"
- 24"
- 27"
- 30"
- 33"
- 36"
- 39"
- 42"
- 48"
- 54"
- 60"
- 66"
- 72"
- 78"
- 84"
- 90"
- 96"



# Sanitary Mainlines Require CCTV Inspection

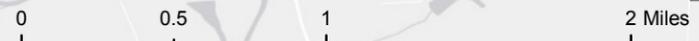


### Features

-  Sanitary Mainlines - Approximately 24,500'
-  Sanitary Drainage Basins

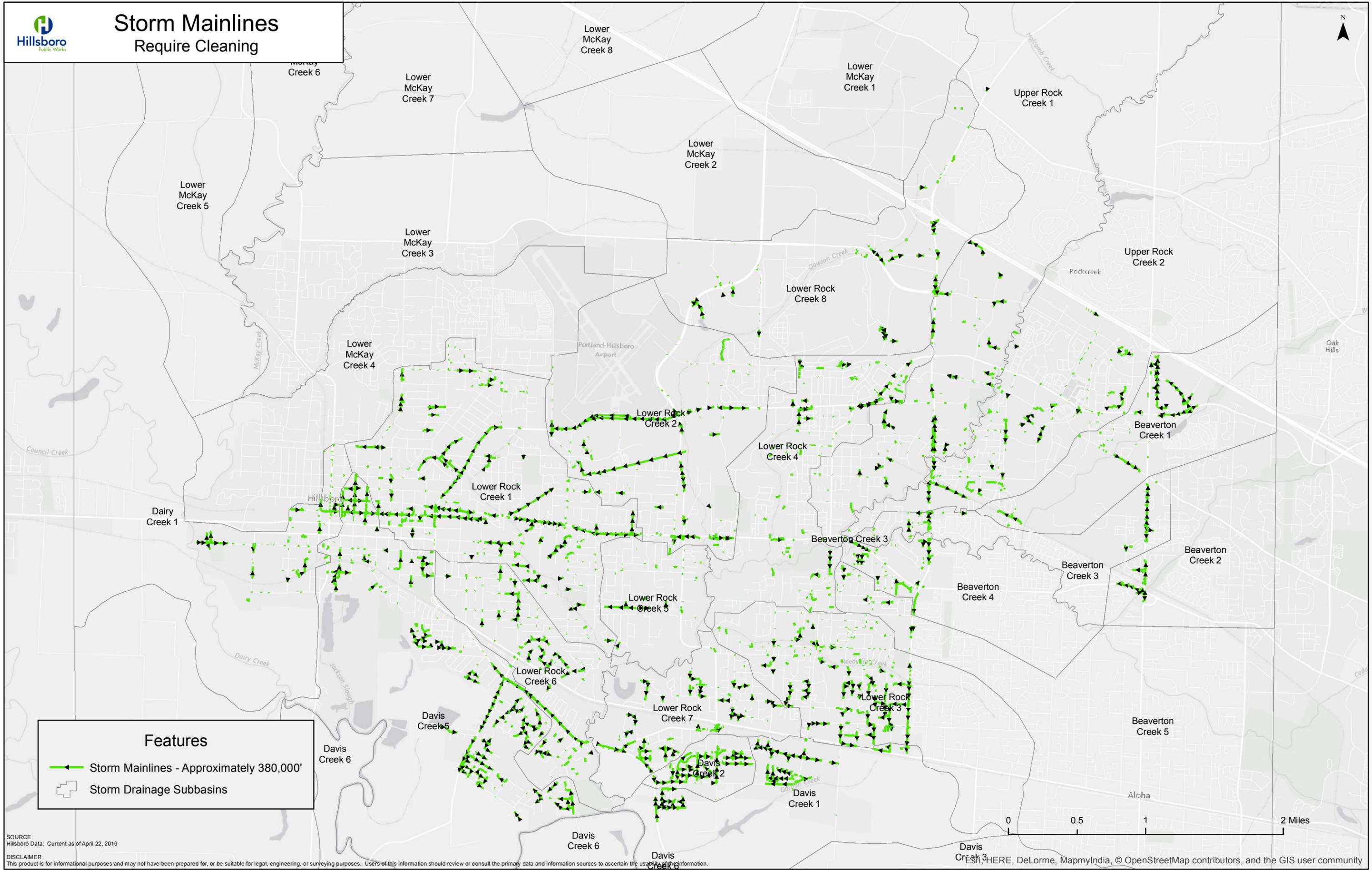
SOURCE  
Hillsboro Data: Current as of March 21, 2016

DISCLAIMER  
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.





# Storm Mainlines Require Cleaning



**Features**

- Storm Mainlines - Approximately 380,000'
- Storm Drainage Subbasins

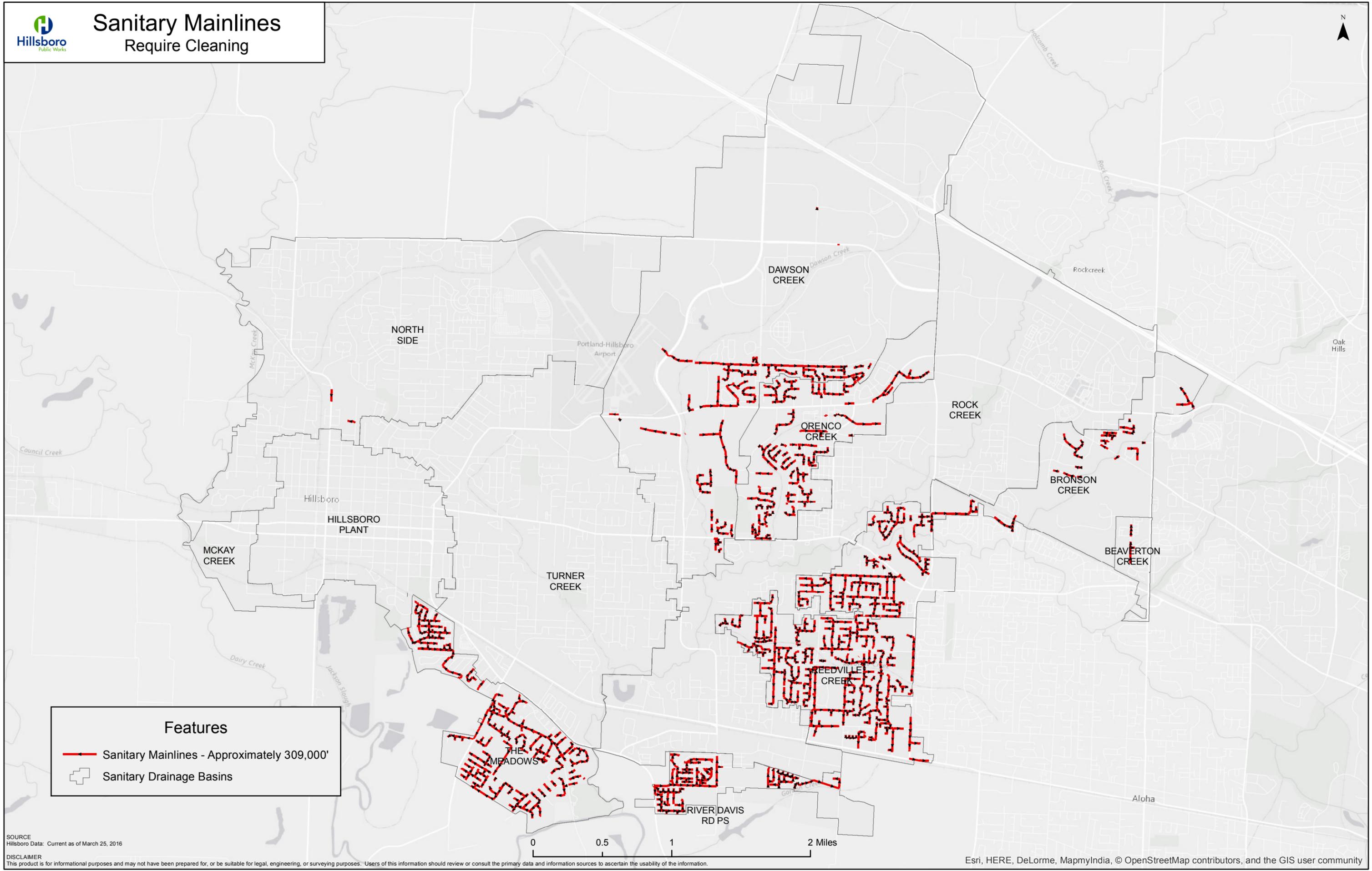
SOURCE  
Hillsboro Data: Current as of April 22, 2016

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# Sanitary Mainlines Require Cleaning



### Features

-  Sanitary Mainlines - Approximately 309,000'
-  Sanitary Drainage Basins

SOURCE  
Hillsboro Data: Current as of March 25, 2016

DISCLAIMER  
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# City of Hillsboro Personnel Policy Manual

General Guidelines, Rules,  
Standards and Practices

## 9. City Property and Equipment

### 9.4 Information Services Policies and Procedures *(Revised March 2013)*

**Attachment A: Information Services Policies Compliance Statement**

**Policy: Information Services Policies**

**Policy Purpose**

**Policy Statement**

**Policy Acknowledgment**

**Acceptable Use**

**Electronic Mail (E-Mail)**

**Internet Use**

**Security**

**Data Storage**

**Police Use for Criminal Investigations**

**Rights Reserved by the City**

**Potential Disciplinary Action**

**Definitions**



**City of Hillsboro**  
**Information Services Policies**  
**Compliance Statement**

I have read and understand the City Information Services policies, and I agree to adhere to the stated requirements. I also understand the signing of this page does not constitute a contract, nor is it to be construed as such; rather, my signature only indicates I have read the enclosed policies and will comply with same.

I understand that my use of the City e-mail, voice mail, and computer systems, and my use of cell phones, PDA's, storage devices, digital pagers, and all other City provided electronic devices and systems creates electronic data related to me. As a condition of use I understand that all such data is created and held subject to the City's right to monitor, audit, screen, search and preserve all electronic data as the City deems necessary. I acknowledge that I have no expectations to privacy in such electronic data by my use of City resources, including data maintained or accessible by providers of "remote computing services" and "electronic computing services" with which the City may contract for services periodically. This acknowledgement extends to rights set forth in the Stored Communications Act, and recognize that the City is privileged to assert exemptions under the Oregon Public Records Law to prevent disclosure of personal information if it elects to do so, or disclose such information if the City elects or is required by a court of law to do so, and that I will be unable to control decisions made with respect to data stored on City information systems.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Department: \_\_\_\_\_

Job Title: \_\_\_\_\_

## **Policy: Information Systems Policies**

### **Policy Purpose:**

To outline information systems policies for City of Hillsboro (hereinafter referred to as the "City").

### **Policy Statement:**

The City's information systems, data, and computing assets, are the property of the City and are valuable agency assets. Individuals using and having access to these agency assets must take reasonable steps to keep them safe and the data secure. These assets are to be used primarily for appropriate business-related functions but may be used for *de minimis* personal use as outlined below.

All communication associated with the City must be professional in nature since it represents the City, its employees, City Council, and the community we serve.

Employees have no right or expectation of privacy with regard to any use of any City computer information systems. All such information can be reviewed by the City at any time, and may be subject to public disclosure. All users consent to this policy by engaging in use of the City's information systems.

The Information Services Department will perform regular audits of information system usage to ensure compliance with this and other City policies.

### **Policy Acknowledgment:**

Prior to the use of the City's data and telecommunication systems, the employee or company/individual hired by the City is required to read the City's Information Services policies and sign a compliance statement.

### **Acceptable Use:**

Each individual accessing or using any City computer system must be aware that any data created on the City system remains the property of the City. Because of the need to protect the City's systems and comply with appropriate Federal, State, and City regulations, the City offers no guarantee of personal confidentiality in any use of the City systems. The City may need to view and disclose any electronic record or communication stored anywhere in its system in response to investigations, requests for discovery, and subpoenas.

The use of any City information system, to intentionally display or transmit sexually explicit images, messages, or cartoons, or any transmissions or use of ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any class protected by State or Federal law, violates the City's harassment policy and is subject to disciplinary provisions, as well as to prosecution under State and Federal civil rights laws. If any City employee receives harassing e-mails, the employee should report the situation immediately to his/her supervisor or department manager, or to the Human Resources Director, and the City will intervene.

No City information system can be used for personal gain, to promote any commercial, religious, or political causes, or for any other solicitations that are not work-related.

City data and City information systems shall only be used as authorized by policy, law and City executive management. Access to agency data and agency information systems will be limited to what is required for an individual to do his or her job. Release of any information must be done following the rules in the City's public record policies and the policies of the Department responsible for the information.

Each employee using the City's information systems will identify himself or herself honestly, accurately and completely (including his or her role with the City) when participating in any electronic meeting or communication site, except when these activities are being conducted as part of a criminal investigation.

Under no circumstances is an employee allowed to engage in any activity that is illegal under local, State, Federal, or international law while utilizing City owned resources. The list below does not include every action which should be avoided but does provide a guideline of some activities that are unacceptable:

1. Violations of the rights of any person related to copyright, trade secret, patent or other intellectual property, including the installation or sharing of "pirated" or other software products that are not licensed and approved for use by the City.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, videos, or any other copyrighted medium for which the City does not have an appropriate license in a manner that violates the legal rights of another.
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws.
4. Intentionally introducing malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Effecting security breaches or disruptions of network communication. Security breaches include but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorized to access, unless these duties are within the scope of regular duties. "Disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
6. Attempting to avoid, thwart or "crack" usernames and passwords or other security of any City computing device or system.
7. Providing information about, or lists of, City employees to unauthorized parties outside of the City.
8. Providing information about, or lists of, City users, contractors, customers and/or citizens who work in any capacity in connection with or are regulated by the City to unauthorized parties outside of the City.

This policy applies along with all existing local, State, Federal, and copyright laws. Failure to comply with applicable State, Federal, or copyright laws is considered a violation of policy.

### **Electronic Mail (E-Mail)**

Electronic communications, including e-mail, are considered public records under Oregon Public Records Law (ORS 192). Electronic records and communications, like other public records, must be made available upon request to any member of the public, unless the specific nature of the record or communication exempts it by law from disclosure. Electronic records and communications are also subject to retention as required by State law. In addition, e-mail communications are subject to Oregon Public Meetings Laws if e-mail is used by a quorum of members of a public body to communicate and deliberate toward a decision on any matter. For this purpose, "public body" includes the Mayor and Council and members of any committee or group which makes recommendations to the City Council. Further, all electronic communications stored on the City's system, whether public or personal, are subject to disclosure in response to investigations, requests for discovery, and subpoenas. Employees

have no expectation of privacy in their use of electronic mail and any electronic medium on any City computer or server.

When required by the City's retention schedule as developed by the City recorder, users must print and file a hard copy of all business-related e-mails, in accordance with the City's records retention schedule. All employees are responsible for knowing and following this schedule. When in doubt, treat the e-mail as a public record and file it accordingly. Once e-mails have been printed and filed in accordance with the retention schedule, they may be deleted.

The e-mail system is a message system similar to a voice mail or phone system and employees should not attempt to use it as a records storage system. Individual messages or documents cannot be retrieved once deleted, lost or corrupted and therefore should not be saved in an employee's e-mail account. **Maintaining electronic copies in the e-mail system for the purposes of public record retention is not sufficient.**

Employees may use the e-mail system for personal messages during meal time or other breaks, or outside of work hours, as long as the use complies with this policy and other relevant City policies, as well as State and Federal laws. However, employees must be aware that there is no right of privacy for any electronic record or communication created, sent, or received on the City's system, for the reasons outlined in this policy. The employee fee for printing personal e-mails is the same as for making personal copies using City copy machines.

#### **Internet Use:**

The social networking sites, newsgroups and e-mail of the Internet give each individual Internet user the ability to easily send messages representing the City to millions of people. Because of this power each employee must take special care to maintain the clarity, consistency and integrity of the City's image and posture. Anything any one employee writes in the course of acting for the City on the Internet can be taken as representing the City's official opinion, and becomes job-related as the expression of a Hillsboro employee. Therefore employees are expected to forgo a measure of their individual freedom and privacy when they participate in Internet activities on City business or using a City connection that could be associated with the City, as outlined below.

Employees who choose to use City e-mail for personal matters should be mindful that electronic records are public records, and that Oregon's Public Records Law favors disclosure; furthermore, Oregon law has established that what a public employee does on-the-job is a public concern and is generally not exempt from public disclosure.

Only those employees or officials who are authorized to speak to the media, to analysts or in public gatherings on behalf of the City may speak/write in the name of the City or in a way that associates the City to any Internet site. Other employees may participate in newsgroups or chats in the course of business when relevant to and necessary in the performance of their duties, but they do so as individuals speaking only for themselves and must include a disclaimer stating such. Where an individual participant is identified as an employee or agent of the City, the employee must refrain from any unauthorized political advocacy, endorsement or promotion, or appearance of endorsement of any commercial product or service. Only those managers and City officials who are authorized to speak to the media, to analysts or in public gatherings on behalf of the City may grant such authority to Internet participants.

The City retains any statutory or common law copyright to any material posted to any forum, newsgroup, chat or World Wide Web page by any employee in the course of his or her duties. The City will be aware of the copyright and property rights of others and no employee may post copyrighted material to a City or other website without proper permission in writing.

Employees are reminded that it is inappropriate to reveal confidential City information, citizen data, and any other material covered by existing City policies and procedures or public law on any public site or Internet service, or using any electronic equipment, whether personally or City owned, unless specifically authorized to do so. Employees releasing protected information via any means— whether or not the release is inadvertent — will be subject to appropriate discipline under City policies and procedures, and personally subject to sanctions imposed by law. Each employee who accesses City email or other City documents or confidential information, and/or sends or receives work-related messages on a personal or City issued laptop or other electronic device must therefore be careful to maintain the security of that equipment's account. This includes taking steps such as selecting and regularly changing a strong password and not providing that password to others, and locking the equipment when it is unattended.

The City uses software to identify inappropriate or sexually explicit Internet sites, and may block access from within the City networks to all inappropriate sites that the City can identify. Any employee who finds himself or herself connected unintentionally to a site that contains sexually explicit or offensive material must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program. An employee who realizes that there has been a connection to an inappropriate site should inform a supervisor promptly of unintentional and/or accidental connection. Notice from an employee, in this type of a situation, will enable the City to establish that the "technical violation" of policy was inadvertent and prevent unnecessary investigations or inquiries that could lead to discipline.

Employees may not copy or distribute any software licensed to the City or data owned or licensed by the City to any other person or entity without explicit authorization from the Information Services Director.

"Streaming" types of media including video, audio, and news can use a significant amount of bandwidth resulting in additional costs and potentially slow network performance. Access to any type of "streaming" service for entertainment purposes is strictly prohibited. "Streaming" for a legitimate business purpose, such as webinars, will be limited to such use as is appropriate for City business purposes and for the benefit of the City.

Employees may use City Internet facilities for non-business research or browsing during meal time or other breaks, or outside of work hours, provided that all other usage policies are adhered to as stated in this policy. The employee fee for printing information for personal use is the same as for making personal copies using City copy machines.

Employees must be aware that State Ethics law, [ORS 244.040 \(1\)\(a\)](#), prohibits employees from obtaining any financial benefit or avoiding a financial detriment as a result of holding a City position, other than compensation, reimbursement of expenses, and certain types of awards and honoraria. Employees are specifically warned that, in addition to any potential violation of this policy, routine use of the system in order to avoid a financial detriment (including avoiding the personal purchase of a computer or subscription to an Internet access provider) may be considered an ethics violation and subject an individual to penalties provided under State law, as well as discipline imposed by the City. **Employees who are unable to demonstrate, upon request, proof of a personal residential Internet connection which is paid for personally may not engage in personal, Internet based activity from the City connection without violating BOTH State law and this City policy.**

### **Security:**

The City's information systems are valuable assets that the City depends on to provide important services to the public. An interruption of these services can have a significant impact in all aspects of the

responsibilities of the City. The City must also comply with legal requirements to preserve important public information, maintain the confidentiality of private and criminal justice information, and provide regulatory reports to the proper State and Federal authorities.

Because of this, every person or company hired by the City is responsible for the City resources entrusted to them. Due diligence and care should be exercised to ensure the security and integrity of these agency resources.

The Information Services Department will implement reasonable and prudent steps to protect City data and City information systems. These include but are not limited to firewalls, intrusion detection and prevention systems, external audits, web and file filtering and blocking, and employee security training.

Any action which breaches, evades, or circumvents these technologies and policies should be immediately reported to the Information Services Director. Failure to report such actions is a violation of policy and subject to disciplinary action.

The City will provide and maintain appropriate anti-virus software throughout the network in order to protect the information and resources available on the City network. All electronic information being accessed from an external source must be scanned by an appropriate anti-virus system before it is accessed on any City client or network computer. This includes information downloaded or provided on external media such as flash drives or DVDs and CDs. Any effort to disable or circumvent City anti-virus systems is a violation of policy and subject to disciplinary action.

Employees may not download or otherwise install any software without prior approval from Information Services. The installation or execution of unauthorized software could pose a risk to the security of the City's information systems or expose the City to legal penalties if not properly licensed and documented.

Because the City cannot ensure the integrity of external devices, no individual or company hired by the City will directly or indirectly connect any computing device not authorized by the Information Services Department to the City's network. This includes devices such as laptops, printers, hubs, personal digital assistants (PDAs,) and wireless access points. In some City facilities arrangements can be made for connection to public Internet connections independent of the City's network. Requests for this type of connection should be made to Information Services.

Each employee and supervised volunteer of the City may have an account granting access to information systems resources if it is necessary for his/her job responsibilities as specified by his/her supervisor or department manager. Each account is dedicated to the individual and must not be shared or used to allow access to any other employee or individual. Only City employees and supervised volunteers are permitted access to City Information Services resources except when access by a contractor is directly monitored by Information Services personnel in order to provide third party support and troubleshooting or other particular services to the City.

Each employee who is granted a user account and a password is responsible for any actions associated with that account and must therefore be careful to maintain the security of the account. This includes taking steps such as selecting and regularly changing a strong password, not leaving unlocked workstations logged in, and following these policies and other best practices. **No employee may share his or her individual password with anyone including family, coworkers, supervisors, or Information Services personnel.** In the event a manager or supervisor needs to access a password protected account in the absence of the user, the supervisor shall work through IS personnel with appropriate privileges.

Physical security is a key element of information security. Direct access to the City's servers, server rooms and other network facilities are limited to appropriate Information Services staff, Facilities Maintenance staff, the City Manager, and the Assistant City Manager responsible for the internal services departments. Each person with unrestricted access to these facilities must have a thorough background check compliant with appropriate Federal Criminal Justice Information Systems (CJIS) requirements. Because of the elevated permissions of Information Services department personnel, access to their office and other work areas is limited. All visitors to their secure work areas must sign in at the Department's front desk, wear a visitor's badge, and be accompanied by Information Services personnel while in the secure areas. All Information Services personnel with direct access to the Law Enforcement Data System (LEDS) must be LEDS certified and approved as such by the City's Police Department.

Computing devices outside of the direct control of the City pose a significant security risk to the City's information system resources. Both intentional and accidental damage can be caused by exposure to improperly or insufficiently secured systems. To counter this threat, remote access to City systems directly will be strictly limited. No modems, faxes, or other devices that allow dial-in access will be allowed on any system directly attached to the City network; however those devices such as integrated voice response (IVR) and voicemail which only allow audio communications are acceptable. Third party support requiring an external party to connect directly with a City system will only be permitted while an Information Services employee is directly monitoring the actions of the vendor.

Remote access for City employees will be granted only with the employee's supervisor's approval. Access will be limited to remote control of the employee's assigned workstation if the employee is using his/her personal computer for access or direct access using a VPN if the employee is using a City assigned and managed device.

Any remote or VPN access utilizing equipment or services not directly provided by the City is a user-managed service, meaning that it is the employee's responsibility to select and coordinate the installation of an Internet Service Provider, install any necessary software, and pay any associated costs and fees,. It is the employee's responsibility to ensure that any remote access is treated with the same security consideration as a permanently connected City device.

**Any City device temporarily connected directly to any network or system not managed by the City's Information Services Department must be thoroughly scanned for vulnerabilities before connecting directly to the City network.** This includes, but is not limited to laptops connected to an employee's home network, a public Internet provider such as an airport or hotel, or a conference network. Good computer security models are based on "layers of defense" much like a medieval castle with rings of moats, walls, and keeps. Connecting equipment directly to another network and then connecting it to the City network effectively bypasses most of the layers of protection built around the City's systems. Scanning the system before connecting to the network helps mitigate the risk that the machine has been infected with some sort of malware and could cause disruptions on the City's network.

#### **Data Storage:**

Information systems and all data are valuable assets and the property of the City. Data stored on the client workstation becomes the direct responsibility of the client user and will not be maintained or backed up in any way by Information Services personnel. This includes restoring the information if the system hard drive is replaced or if the entire system is replaced as a part of the regular City replacement cycle. All important City data should be stored on the appropriate network server to ensure that it is properly backed up and maintained.

City storage and backup resources are expensive and valuable, and therefore only business related information and data should be stored on any City computer. All information stored on any City computer device is the responsibility of the City and becomes the property of the City; therefore no personal or entertainment files should be downloaded to or stored on any City resource. This includes items such as digital photos, audio files, video files, and software applications not approved and purchased by the City.

#### **Police Use for Criminal Investigations:**

Any police investigation that requires access to unauthorized Internet sites or any other deviation from this policy must have prior approval of a police command level supervisor and will be accomplished in a manner authorized by police department policy and procedures. This Internet policy does not apply to police officers using the Web for law enforcement purposes, to the extent that this policy would operate to interfere with law enforcement objectives known and authorized by appropriate supervisors within the police department, and to the extent that police enforcement efforts on the Internet are conducted through connectivity and computer hardware provided for this specific and limited purpose and not through the BUG. All employees assigned to the Regional Computer Forensics Laboratory (RCFL) are exempt from this policy while working at the RCFL facilities on authorized activities associated with computer and internet related criminal justice purposes.

#### **Rights Reserved by the City:**

The City reserves the right to monitor, audit, screen, search and preserve all electronic data as the City deems necessary in order to maintain compliance with City policy, act in the interests of the City of Hillsboro and comply with State and Federal regulations. This right extends to providers of "remote computing services" and "electronic computing services" with which the City may contract for services periodically. This right extends to electronic data wherever stored in City resources, including but not limited to computers, servers, any storage device owned by the City, cell phones and PDA's, and digital pagers. There is no expectation of privacy or confidentiality with respect to such electronic data; therefore City resources should not be used for personal and confidential matters.

Any unauthorized or inappropriate dissemination of information or data, unauthorized use of data or benefit from any such disclosure of data may result in disciplinary and or legal action being taken.

#### **Potential Disciplinary Action:**

Any violation of this policy use must be immediately reported to the appropriate operational department head and to the Information Services Director.

Failure to comply with City policy may result in disciplinary action, including but not limited to the restriction or loss of computer privileges or more severe disciplinary action, up to and including employment termination.

#### **Definitions**

*Information System - A combination of information, information technology, and personnel resources that collects, records, processes, stores, communicates, retrieves, and displays either manually or with varying degrees of automation. These include items such as computers, computer networks, printers, and other related pieces of equipment and/or systems.*

*Internet – A publicly accessible interconnected system of networks that connects computers around the world via the TCP/IP protocol.*

*Intranet – An interconnected system of networks that connects computers within an organization via the TCP/IP protocol.*

*Extranet – An extension of a corporate intranet which connects the internal network of one company with the intranets of its customers and suppliers.*

*PDA – Personal Data Assistant. A small, handheld computer typically used to store and view data relevant to a specific individual such as calendar or contact information.*

*Streaming - Commonly used in the terms "audio streaming" or "video streaming" is when data moves from one computer to another and doesn't have to be completely downloaded for the receiving computer to do something with it.*

***See also 9.2 Records Management for related information.***

***ORS 244.040 Prohibited use of official position or office; exceptions; other prohibited actions.*** (1) Except as provided in subsection (2) of this section, a public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official's holding of the official position or office. <http://www.leg.state.or.us/ors/244.html>

Revised April 2011

Adopted August 2009: Replaced 9.1 Internet Usage (*Revised December 2002*) and 9.2 Electronic Information Processing System and Electronic Mail (*Adopted July 1998*)