

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Polar Systems, Inc. ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until December 31, 2020, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$54,670.50.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. Notices. Any notices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received. Bills and invoices may be sent by e-mail or United States mail.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

Polar Systems, Inc. – West Linn
21890 Willamette Drive
West Linn, OR 97068

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction’s conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

Polar Systems, Inc.

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

Polar Systems, Inc. - West Linn

21890 Willamette Drive

West Linn, OR 97068

(503) 775-4410

www.polarsystems.com



We have prepared a quote for you

Request for Proposal for Labor for Local and Wide Area Network Installation

QUOTE # 002548 V4

PREPARED FOR

City Of Oregon City (CORC)

PREPARED BY

Gary Points

Request for Proposal for Labor for Local and Wide Area Network Installation

Letter of Transmittal

July 23, 2020

Samra Egger
Senior Project Manager
PlanB Consultancy
segger@planbconsult.net
696 McVey Avenue Ste. 202
Lake Oswego, OR 97034

RE: Request for Proposal for Labor for Local and Wide Area Network Installation

Dear Samra:

On behalf of Polar Systems, we appreciate your inclusion of our company in the bidding process for the installation of the Local and Wide Area Network Installation for the new Robert Libke Public Safety Building, located at 1234 Linn Avenue, Oregon City, OR 97045. Polar Systems, Inc. (EIN 93-0786782) is licensed in the State of Oregon, as well as in the City of Oregon City. Polar Systems, Inc. carries the appropriate vendor and individual certifications to perform the work stated in the LAN & WAN Network Equipment Configuration and Installation RFQ issued Tuesday, July 15th, 2020.

Thank you for the opportunity to participate in the RFQ and we look forward to working with the City of Oregon City on a successful implementation.

Tim Tragesser, President
Polar Systems, Inc.

Proposer:

Polar Systems, Inc.
Tim Tragesser, President
21890 Willamette Drive
West Linn, OR 97068
ttragesser@polarsystems.com
(503)-212-2911

Signature: _____

Direct Correspondence To:

Polar Systems, Inc.
Gary Points, vCIO
21890 Willamette Drive
West Linn, OR 97068
gpoints@polarsystems.com
503-212-2915

Project Understanding

Polar Systems understands that the City of Oregon City is nearing completion and opening of their new Robert Libke Public Safety Building, slated for an opening date of Tuesday, September 8th. As such, the City has put forth this Request for Proposal (RFP) requesting firms to provide the professional services labor for the design, configuration, programming, installation, implementation and testing of newly procured WAN and LAN network hardware.

Given the stated opening date, effective and efficient project management will be paramount to ensure all key project milestones identified within the RFQ are met. COVID-19 has introduced a number of related concerns, both from a personnel standpoint, but from a technology supply chain standpoint. Obtaining possession of equipment as quickly as possible will be desired. The project hardware, software and labor should be installed and implemented per the RFQ no later than August 28th so that staff and admin training on systems assumed to be located at that location may be completed the following week and any identified issues may be corrected. Installation of any date later than August 28th could put the project in jeopardy, as this project is targeted to be closed by September 4, 2020.

As a Public Safety Building, security is not only an elevated concern, but a requirement whereby particular network data is only sent and obtained over FIPS 140-2 level encrypted connections. Polar Systems understands these concerns, having already designed and implemented such connectivity between the City of Oregon City core network at the 7th Street Fire Station and the Clackamas County network, and others. It will be imperative to fully explore the requirements for successful implementation of these services. At a fundamental level, it is understood that the new Public Safety Building network design will include a redundant pair of switches at its core, capable of supporting multiple 10Gb connections. A series of leaf, or access-layer switches, will also reside in the MDF and provide Power over Ethernet (PoE) ports to serve numerous network data connections comprised of computer workstations, Voice over IP (VoIP) phones, wireless access points, and security cameras. A single PoE enabled switch will reside in an IDF data closet to provide similar capabilities to network data locations terminated in it's location. The IDF switch will be connected to the MDF core via 10Gb fiber connections. Finally, a single PoE enabled switch will reside in an Audio / Visual Booth to provide connectivity for systems utilized by the Commission Chambers which will include various A/V equipment and dais location systems.

Polar Systems will provide the following deliverables upon successful completion of the project:

- Network Diagram developed in Microsoft Visio
- Network Rack Layout diagram, developed in Microsoft Visio
- Port Configuration Map for all switches, including VLAN memberships and IP Addressing
- Provide encryption keys and passwords for all configured devices and encrypted ports
- Exported copies of running configurations of all configured switches

Qualifications

• **Qualifications of the Firm**

Polar Systems, Inc., founded in 1981, and located in West Linn, OR is one of the largest IT Managed Service Providers in the Pacific Northwest working with over 200 small to medium sized business, nonprofit, and state & local municipal clients in Oregon and Southwest Washington.

Polar Systems provides consulting, design, configuration, implementation and support services in the following areas:

- Managed Network Services
- Local and Wide-Area networks
- Routing and Switching
- E-mail collaboration solutions
- Business Continuity and Disaster Recovery

- Security
- Storage and Virtualization
- Project Management

Polar Systems employs 30 staff all located in Oregon and 23 of those staff are certified technicians. Various staff members hold certifications relevant to this RFP such as CCNA (Cisco Certified Network Associate), CCENT (Cisco Certified Entry Networking Technician), and CompTIA Network+

Polar Systems is a charter member of the Microsoft Certified Partner Program, a Dell Certified Partner, a Cisco Registered Partner, and a VMware Professional VIP Partner. Other vendor partnerships include those with Ecessa, Unitrends, Sonicwall and Ruckus Wireless.

Key Company Milestones are as follows:

- 1981 – Polar Systems, Inc. was founded
- 1993 – Polar Systems, Inc. was purchased by current CEO Charlie Tragesser
- 1998 – Polar Systems, Inc. migrated from a product focused organization to a service and solution focused organization
- 2004 – Polar Systems launches Managed Service Provider offering
- 2007 – Polar Systems launches PolarStar, our branded Managed Service Provider offering
- 2008 – Polar Systems, Inc. listed on 1st MSPmentor 100 report, a distinguished list of the world's most progressive managed service providers
- 2012 – Polar Systems achieves CompTIA MSP Partners Trustmark certification
- 2013-2019 – Polar Systems honoree of MSPmentor Global Edition list of world's top 501 Managed service providers
- 2019 – Polar Systems became the first MSP in Oregon and Washington to obtain the CompTIA Security+ Trustmark

Polar Systems has performed numerous network switch implementation projects very similar to this. In fact, we have successfully completed new fiber edge and LAN access switching projects at each of the City's networked facilities over the last 2-3 years, and while the hardware may not be identical, the technical tasks are similar. We have proven our ability in configuration, deployment and successful integration of these facilities with the City's network core located at the 7th Street Fire Station.

With respect to additional government clients and/or similar projects, we completed a WAN / LAN switch implementation project in April 2020 for the City of Troutdale. This project entailed replacing several aged switches at approximately 6 fiber connected sites throughout the City of Troutdale, included core switches at their Police Department.

• **Key Technical Personnel Qualifications**

○ **Kenny Payne, Senior Network Engineer**

Kenny Payne has been employed at Polar Systems for 5 years, and is a Senior Network Engineer for Polar Systems. Kenny has over 20 years of network engineering experience, having led major network design and implementation projects in a multitude of complex environments, including data centers, municipalities, and multi-national businesses. Kenny's expertise is well established and known by the City of Oregon City, as he was the lead engineer overseeing the design and performing the implementation of the current wide area network and local area network in place today. His work over the past few years has allowed the City of Oregon City to achieve enhanced performance, security, redundancy and resiliency throughout the network. Kenny has completed all CJIS related background checks, and is currently authorized for un-escorted work throughout the City and within the City of Oregon City Police Department specifically.

Kenny was the lead engineer to design and implement the WAN / LAN switch upgrade project at the City of

Troutdale mentioned above, and has done the same for multinational corporations with locations throughout the United States and in Mexico, and numerous other multi-site / multi-state business clients of Polar Systems.

- **Kim Cunningham, Project Manager**

Kim Cunningham has been employed at Polar Systems for 12 years, and is a Project Manager for Polar Systems. Kim holds the globally recognized Project Management Professional (PMP) certification, issued by the Project Management Institute, which validates her expertise in all disciplines associated with project management. Kim has been the acting Project Manager for all technical projects delivered by the Polar Systems' project team for the last 4 years. Projects she has helped see to successful completion have included large scale WAN / MPLS redesign projects, core / campus / access switch deployment projects, and server upgrade and migration projects; thus Kim is well versed in the type of tasks required to successfully manage and ensure delivery of this project for the City of Oregon City. Kim will be responsible for resource assignment, scope management, cost management, project scheduling, as well as communications plans throughout.

- **Gary Points, vCIO**

Gary Points has been employed at Polar Systems for 17 years, and is a virtual Chief Information Officer (vCIO) for Polar Systems. Gary has been the acting vCIO for the City of Oregon City for the last 5 years, working closely with the City of Oregon City IT Department during that time on various IT initiatives. Prior to Gary's roles as vCIO, he worked as a Senior Network Engineer, and also was the Professional Services Manager at Polar Systems.

- **Subcontractor Qualification**

- Polar Systems, Inc. does not utilize subcontractors for any of its professional services labor delivery. All services are provided by full-time employees of Polar Systems, Inc.



Project Approach and Schedule

Project Approach

Polar Systems looks forward to the design, configuration, implementation and installation of this critical new location for the City of Oregon City Police Department. If awarded this bid, we seek to finalize contracts and move into discussions with the City of Oregon City surrounding the hardware and software order process, and to understand estimated delivery dates. As mentioned previously, acquiring the hardware required for this project as early in August as possible is desired. We anticipate all hardware and software being made available to be staged at our office in West Linn, so that our Project Team may immediately begin a bench design, configuration and implementation of the Public Safety Building deployment. We intend to assign this project to Kenny Payne as the Senior Network Engineer for all design, configuration, installation and implementation. Kim Cunningham will be assigned as our Project Manager. Gary Points would continue to perform the duties of vCIO as he currently does via our IT Managed Services Agreement.

Kim Cunningham will schedule both an internal (Polar Systems only) and complete (Polar Systems and City of Oregon City) project kick-off meeting where review of project goals, resource assignment, key milestones, project schedules, budget, concerns or issues, and next steps are communicated. Given the compressed nature of this project, Kim may provide weekly or bi-weekly project status reports, as desired / requested by City of Oregon City where all of the above project management areas will be assessed. Polar Systems anticipates 15-30 minute calls for these, requiring City of Oregon City IT personnel.

Technically, Polar Systems anticipates performing the following high-level tasks to achieve successful completion of this project:

- Documentation of all make, model and serial number of equipment
- Installation of any Fiber SFP+ modules
- Update hardware code / firmware to latest stable General Availability releases (not latest / Beta releases)
- Assigning host names to all devices
- Affix label to all hardware, as preferred by City of Oregon City IT Department (Hostname / IP Address desired)
- Assign Static IP address, relative to IP schema requirements to all devices
- Configuration of MDF Core Switches
 - Attaching stacking cables to achieve hardware redundancy
 - Establishing routing required for connectivity to City core network at 7th Street Fire Station
 - Establish encryption for connections to 7th Street Fire Station
 NOTE: *Project discussion is required for this at the onset, as noted in the Additional Information section below*
 - Ensure encryption is configured and routing properly for connections to Clackamas County and HSRM
- Configure of MDF Access-Layer Switches
 - Attach stacking cables to achieve hardware redundancy
 - Attach 10G cabling for uplinks to the MDF core
- Configure IDF Access-Layer Switch
 - Attach 10G cabling for uplink to MDF core
- Configure A/V Booth Switch
 - Attach 10G cabling for uplink to MDF core
- Configure VLANs and Subnet across all switches, where required to support the various VLANs identified or desired
 - VMware Stack, Phones, Servers, Workstations, Wireless, Security, as examples of possibilities
- Confirm all network connectivity (to extent possible in bench environment)
- Perform failover testing of various components
 - Stacking cables
 - Fiber uplinks
 - Redundant Power Supplies (where they exist)
 - Entire switch hardware failure for core and access-layer
- Affix labels to all fiber cabling
 - Two labels, one indicating port of directly attached device and one indicating switch and port of remote connected device
- Save all final running configurations to startup configurations as applicable
- Export and save all configurations to backed up network location at Polar Systems, and provide to City of Oregon City IT Staff
- Upon successful validation, re-package equipment and stage for delivery and installation at City of Oregon City
- Installation of network switch equipment in existing 2-post or 4-post racks at appropriate MDF, IDF and A/V locations
- Re-establish network cabling connectivity
- Connect equipment to power, noting divergent power sources for equipment spec'd with redundant power supply units
- Power equipment on
- Execute network connectivity testing plan
- Validate network connectivity testing with City of Oregon City IT Staff for approval of functionality
- Create all network documentation deliverables as previously stated, updating any previously provided documentation for City of Oregon City IT Staff as necessary

Estimated High-Level Project Schedule:

July 23, 2020	Polar Systems to submit RFP Response
July 24 - 28, 2020	RFP Award and Contract Execution
TBD	OPTIONAL: Hardware and Software order placed

- ~ July 29 - August 9 Phase I: Design & Planning
- ~ August 10 - 19, 2020 Phase I: Off-Site: Hardware programming and configuration
- ~ August 20 - 28, 2020 Phase II: On-Site: Hardware Installation and Testing
- September 4, 2020 Project Acceptance and Closure

Additional Information

Polar Systems is the current outsourced IT Managed Services Provider for the City of Oregon City, and is responsible for the ongoing maintenance, operations, and support of the City's wide area and local area network, as well as the physical and virtual server infrastructure. This relationship has been in place for the last 7 years, and over this time Polar Systems has performed numerous successful networking projects for the City. Polar Systems has provided CIO-level strategic guidance, network design, and network programming and implementation services which have helped the City realize enhanced performance, security, redundancy and reliability throughout their network.

For this particular project, the staff which are assumed to acquire CJIS clearance and authorization is already in place with Polar Systems' staff.

As a result of our long-standing IT support relationship with the City of Oregon City, Polar Systems has an immense amount of institutional and technical knowledge and documentation which other firms simply could not possess. We feel this will allow us to perform much more efficiently than firms without this relationship.

One of the items which Polar Systems did want to discuss, if awarded the RFQ, surrounds the statements of FIPS 140-2 level encryption on switch ports. Given Polar Systems' prior discussions with the City of Oregon City regarding this requirement, it is understood that at minimum this will be required between the MDF WAN switches and the City of Oregon City network core. Based upon the network equipment list identified within the RFQ, we have some concerns that additional hardware, not currently accounted for, would be required in order to successfully implement this. At minimum, further discussion to gain a greater understanding of the anticipated implementation the City had in mind with the hardware list provided would be necessary.

A second item which Polar Systems would be interested in discussing at greater length would be whether the MDF Core switch 10GE hardware port density was chosen with any long-term goals in mind. It is unclear from the RFQ whether the hardware list was built with long-term design in mind of being capable, in and of itself, as being a new "core" for the City of Oregon City network. In other words, assuming the network core was relocated from the existing 7th Street Fire Department to the new Robert Libke Public Safety Building. If this is not the case, then further discussion might be warranted to at least better understand the City's design intentions with the (16) 10GE ports, if for anything other than redundant 10Gb uplink from the MDF Access, IDF and A/V room leaf switches.

Finally, Polar Systems has provided an alternate quotation which is as close to a match from vendor-to-vendor for hardware specs, but ultimately which achieve similar understood design goals as that provided within the RFQ. The City of Oregon City has standardized at all City facilities on Dell Technologies switching hardware, which has proven over time to have met the City's needs and provided extremely high levels of up time. In terms of ensuring CJIS compliance, FIPS 140-2 level certifications would be made available for any hardware where this was implemented. To date, the State of Oregon CJIS Auditor has performed their audit as recently as 2019, and while certain portions of the network were identified as needing to be addressed for FIPS 140-2 encryption, there were no concerns or issues reported suggesting the Dell Technologies hardware in place today does not meet the requirements.

3.7 Cost Schedule

Description	Price	Qty	Ext. Price
Phase I: Network Design, Configuration and Programming			
Professional Services - Regular Business Hours - Time & Materials Network Engineer Services	\$200.00	32	\$6,400.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$20.00)	32	(\$640.00)
Phase I: Project Management			
Professional Services - Project Management - Time & Materials	\$185.00	3	\$555.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$18.50)	3	(\$55.50)
Phase II: Installation, Test, Troubleshoot and Validate			
Professional Services - Regular Business Hours - Time & Materials Network Engineer Services	\$200.00	20	\$4,000.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$20.00)	20	(\$400.00)
Professional Services - Extended Hours - Time & Materials Network Engineer Services	\$300.00	4	\$1,200.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$30.00)	4	(\$120.00)
Project Management			
Professional Services - Project Management - Time & Materials	\$185.00	4	\$740.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$18.50)	4	(\$74.00)
		Subtotal	\$11,605.50

Hardware

Description	Price	Qty	Ext. Price
MDF - WAN Equipment			

Hardware

Description	Price	Qty	Ext. Price
PowerSwitch S4112F-ON - L3 Dual Core Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, OS10 OS10 Enterprise, S4112F Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112 Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m (2) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 3 Year, ProSupport Mission Critical:7x24 HW/SW Technical Support and Assistance 3 Year, ProSupport Mission Critical: 4-Hour, 7x24 Onsite Service with Emergency Dispatch	\$4,180.00	2	\$8,360.00
Dell EMC Switch N3048ET-ON Dell EMC N3048ET-ON Switch, 48x 1GbT, 2x SFP+ 10GbE, 2x GbE SFP combo ports, L3, Stacking, IO to PSU air, 1x AC PSU PowerSupply, 200w, Hot Swap, with V-Lock, adds redundancy to non-PoE N3000 series switches Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 1m Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter (2) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport:7x24 HW/SW Tech Support and Assistance	\$2,690.00	2	\$5,380.00
MDF - LAN Equipment			

Hardware

Description	Price	Qty	Ext. Price
Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 1m Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, ProSupport Mission Critical: 4-Hour, 7x24 On-Site Service with Emergency Dispatch 3 Year, ProSupport Mission Critical: 7x24 HW / SW Tech Support and Assistance	\$3,405.00	4	\$13,620.00
IDF			
Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU (2) Dell Networking, Transceiver, SFP+, 10GbE, USR, 850nm, 100M Reach on OM3 MMF, 25m on OM2 MMF, LC Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport: 7x24 HW / SW Tech Support and Assistance	\$3,410.00	1	\$3,410.00
A/V Room			

Hardware

Description	Price	Qty	Ext. Price
Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU (2) Dell Networking, Transceiver, SFP+, 10GbE, USR, 850nm, 100M Reach on OM3 MMF, 25m on OM2 MMF, LC Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport: 7x24 HW / SW Tech Support and Assistance	\$3,410.00	1	\$3,410.00
Subtotal			\$34,180.00

Change Order - Hardware

Description	Price	Qty	Ext. Price
IDF-2 Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches, 0.5m (2) Dell Networking, Transceiver, SFP+, 10GbE, USR, 850nm, 100M Reach on OM3 MMF, 25m on OM2 MMF, LC Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport: 7x24 HW / SW Tech Support and Assistance	\$3,420.00	2	\$6,840.00
Subtotal			\$6,840.00

Change Order - Professional Services

Description	Price	Qty	Ext. Price
Change Order: IDF-2 Professional Services			

Change Order - Professional Services

Description	Price	Qty	Ext. Price
Professional Services - Regular Business Hours - Time & Materials Network Engineer Services	\$200.00	8	\$1,600.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$20.00)	8	(\$160.00)
Change Order: IDF-2 Project Management			
Professional Services - Project Management - Time & Materials	\$185.00	2	\$370.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$18.50)	2	(\$37.00)
		Subtotal	\$1,773.00

Request for Proposal for Labor for Local and Wide Area Network Installation

Prepared by:

Polar Systems, Inc. - West Linn
 Gary Points
 (503) 775-4410 x130
 gpoints@polarsystems.com

Prepared for:

City Of Oregon City (CORC)
 625 Center St
 Oregon City, OR 97045
 DAVID KNOLL
 (503) 496-1557
 dknoll@ci.oregon-city.or.us

Quote Information:

Quote #: 002548
 Version: 4
 Delivery Date: 08/06/2020
 Expiration Date: 08/20/2020

Quote Summary

Description	Amount
3.7 Cost Schedule	\$11,605.50
Hardware	\$34,180.00
Change Order - Hardware	\$6,840.00
Change Order - Professional Services	\$1,773.00
Subtotal:	\$54,398.50
Tax:	\$272.00
Total:	\$54,670.50

Extended Hours service rates are 1.5 times the applicable rates, portal to portal. After Hours service rates are 2.0 times the applicable rates, portal to portal

Professional Services - Polar System requires a 50% pre-payment on fixed fee service or 50% retainer on estimated time & materials service upon acceptance of the proposal.

Product - Polar Systems requires a 50% deposit on the product upon acceptance of the proposal with the balance to be paid on receipt of final invoice. Sales Tax and Shipping and handling is not reflected in this proposal. A 3% surcharge will be added for payment by credit card.

Polar Systems, Inc. - West Linn

City Of Oregon City (CORC)

Signature: _____

Name: Gary Points _____

Title: vCIO _____

Date: 08/06/2020 _____

Signature:  _____

Name: DAVID KNOLL _____

Initials: DLK _____

Date: 8/6/2020 1:44:39 PM _____

IP Address: 198.236.193.98 _____

Email Address: dknoll@orcite.org _____

PO Number: TBD _____

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or 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 Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence with a \$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally

delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to

each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.