

**RESOLUTION NO. 2745**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STRUCTURED COMMUNICATION SYSTEMS, INC. FOR THE TELECOMMUNICATIONS REPLACEMENT PROJECT.**

WHEREAS, the City has planned and budgeted for a new telecommunications system to replace the telecommunications system that was previous installed in 2004 (the “Project”); and

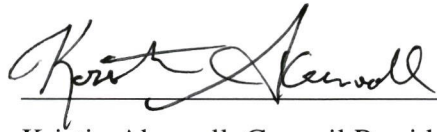
WHEREAS, the City issued a Request for Proposal and received five (5) proposals from qualified vendors for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Structured Communication Systems, Inc. submitted a proposal for the Project, which was subsequently evaluated as the most qualified proposal, considering cost, qualifications, and materials.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

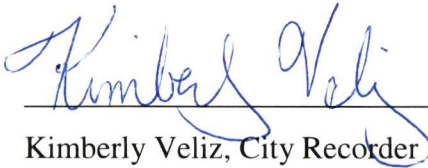
1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Structured Communication Systems, Inc. submitted the most qualified proposal.
2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a contract with Structured Communication Systems, Inc. for a stated value of \$125,000 which contract must be substantially similar to Attachment 1 attached hereto and incorporated herein.
3. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of May 2019, and filed with the Wilsonville City Recorder this date.



Kristin Akervall, Council President

ATTEST:

  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Excused
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Excused

ATTACHMENT:

1. Goods and Services Contract (Telecommunications Project)

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Telecommunications System Replacement Project (“Project”) is made and entered into on this \_\_\_\_ day of May 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Structured Communication Systems, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

### RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### **Section 1. Scope of Work**

Contractor will perform the project management and implementation services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein.

#### **Section 2. Term**

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than December 31, 2019, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

#### **Section 3. Contract Sum/Project Scope**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not to exceed amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require express written agreement between the City and Contractor.

3.2. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

#### **Section 4. City's Rights and Responsibilities**

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2018-19. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 13**.

#### **Section 5. Project Managers**

The City's Project Manager is Richard Gross. Contractor's Project Manager is Joe Hatton.

#### **Section 6. Subcontractors and Assignments**

Unless expressly authorized in writing by the City, pursuant to **Subsection 8.1**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

#### **Section 7. Contractor Is Independent Contractor**

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the

performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project. Contractor hereby represents that no subcontractors will be used on the Project.

## **Section 8. Contractor Responsibilities**

8.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

8.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.3. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing this Contract.

8.4. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. 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 or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

8.6. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

8.7. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

8.7.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

8.7.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

8.7.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.8. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

8.9. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

8.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.12. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

## **Section 9. Indemnity**

9.1. Indemnification. Contractor shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses that may be assessed against the City by a third-party in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2.**

9.2. Indemnity Notification Obligations. Contractor's indemnification obligations under this Contract are contingent upon Contractor receiving: (a) reasonably prompt written notice of the claim, measured from when the City became aware of the claim (provided that the failure of the City to provide notice shall only relieve Contractor from its indemnification obligations to the extent that such late notice materially prejudiced Contractor's defense of the claim); (b) all reasonably necessary assistance, information, and authority to defend the claim (using legal counsel reasonably acceptable to the City) and perform its obligations under the provisions of this Section, at Contractor's cost and expense; and (c) sole control of the defense and settlement of such claim and all associated negotiations. Contractor agrees not to settle any claim for which it is indemnifying the City in a manner that would impose additional obligations on the City without first consulting the City and obtaining its written consent thereto prior to settlement (which may be withheld in the City's sole discretion).

9.3. Standard of Care. In the performance of the Work, Contractor agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession, practicing in the Portland metropolitan area. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

## **Section 10. Insurance**

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. A primary policy or combination of primary policy and excess policy is acceptable to meet the limits requirements. Such

insurance shall cover all insurable risks arising directly or indirectly out of Contractor's activities or work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

10.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

10.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

10.1.3. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

10.1.4. Insurance Carrier Rating. Coverages provided by Contractor and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

10.1.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via



ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

10.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days’ prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

10.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 11. Warranty**

11.1. The City acknowledges and agrees that the use, title, interest, and rights associated with any goods provided pursuant to this Contract are governed by the applicable manufacturer end-user license agreement, software license agreement, manufacturer’s warranty, and/or manufacturer’s maintenance/support agreement (collectively, “Manufacturer License and Support Agreements”) and that the manufacturer may require the City (by way of shrink-wrap, click through, or other contract formation mechanisms), to accept the terms of such Manufacturer License and Support Agreement(s) as a condition to the installation and/or use of the goods.

11.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by the Contract Documents, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

## **Section 12. Suspension**

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor’s control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

### **Section 13. Early Termination; Default**

13.1. This Contract may be terminated for convenience at any time by the City. Upon such termination, Contractor will be paid to complete any Work in process and, thereafter, this Contract shall be deemed terminated.

13.2. This Contract may also be terminated by the City prior to the expiration of the agreed upon terms if Contractor breaches this Contract and fails to immediately cure the breach within seven (7) days of receipt of written notice of the breach from the City.

13.3. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all reasonable costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all reasonable costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of seven (7) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the seven (7) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

### **Section 14. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

### **Section 15. Notices**

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:                      City of Wilsonville  
    Attn: Richard Gross, Network Administrator  
    29799 SW Town Center Loop East  
    Wilsonville, OR 97070

To Contractor:              Structured Communication Systems, Inc.  
    Attn: Joe Hatton  
    12901 SE 97<sup>th</sup> Ave, Suite 400  
    Clackamas, OR 97015

## Section 16. Miscellaneous Provisions

16.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

16.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

16.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

16.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

16.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

16.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

16.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

16.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

16.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

16.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

16.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

16.12. Calculation of Time. Except where the reference is to business days, 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 observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

16.13. Headings. Any titles of the Sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

16.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

16.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

16.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

16.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

16.19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

16.20. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

STRUCTURED COMMUNICATION  
SYSTEMS, INC.

CITY OF WILSONVILLE

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

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

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

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

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, Asst. City Attorney  
City of Wilsonville, Oregon

## EXHIBIT A

ATTACHMENT 1

Quote # 201711-57758R1\_CityofWilsonville\_Mitel\_Configuration

Quote Expires 30 Days From:  
4/4/2019

Company Name: City of Wilsonville  
 Contact: Richard Gross  
 Email: [gross@ci.wilsonville.or.us](mailto:gross@ci.wilsonville.or.us)  
 Phone: (503) 570-1514



Account Executive: Jason Williams  
 12901 SE 97th Ave., Suite 400 - Clackamas OR, 97015 - 503.513.9979  
 Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><u>Mitel Configuration</u></b>						
1	10581	Mitel Voice Switch ST100A	2	\$3,520.00	\$1,971.20	\$3,942.40
2	10580	Mitel Voice Switch ST50A	5	\$2,200.00	\$1,232.00	\$6,160.00
3	10585	Mitel Voice Switch ST1D	2	\$3,300.00	\$1,848.00	\$3,696.00
4	10223	Rack Mount Tray Kit for two half-width voice switches	7	\$65.00	\$65.00	\$455.00
5	30145	Connect ONSITE Courtesy license. Includes Extension Only with no Connect client capability.	26	\$99.00	\$55.44	\$1,441.44
6	30147	Connect ONSITE Essentials license bundle. Includes Ext+Mbx, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer.	155	\$199.00	\$111.44	\$17,273.20
7	30149	Connect ONSITE Advanced license bundle. Includes Ext+Mbx, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer, Remote Phone and CRM client integration and Operator.	7	\$499.00	\$279.44	\$1,956.08
8	10573	Mitel IP Phone IP420	3	\$189.00	\$105.84	\$317.52
9	50006763	68xx/69xx Bluetooth Handset	15	\$150.00	\$93.00	\$1,395.00
10	50006874	M695 PKM ("Sidecar")	7	\$200.00	\$124.00	\$868.00
11	50006769	6930 IP Phone "Desk Phones"	160	\$410.00	\$254.20	\$40,672.00
12	51303911	RFP 12 Single Cell Base Station (NA) (DECT Wireless Phone Base)	2	\$140.00	\$140.00	\$280.00
13	51303913	112 DECT Phone, Universal (w/Charger)	2	\$160.00	\$160.00	\$320.00
14	51305332	DECT Headset - Integrated (NA)	13	\$325.00	\$201.50	\$2,619.50
15	51306580	S720 BT Speakerphone (Bluetooth Speaker)	4	\$325.00	\$325.00	\$1,300.00

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
16	18009	Emergency Notification for 6 or more alertees. From 6 to 50 screen pops and 6 to 50 telephone outcalls for a total of 100 alertees.	1	\$5,500.00	\$3,080.00	\$3,080.00
17	30044	Additional Site License	5	\$495.00	\$277.20	\$1,386.00
18	21020	Distributed Voice Services License	1	\$995.00	\$557.20	\$557.20
19	30138	Virtual SIP trunk license. Pack of 25.	1	\$2,125.00	\$1,190.00	\$1,190.00
20	30157	Connect ONSITE Virtual Mobility Router and software media kit.	1	\$0.00	\$0.00	\$0.00
21	30144	Virtual Edge Gateway Server license. Enables reverse proxies (no voice or video) for remote desktop clients. Soft phone and 400 series desk phones require a remote phone license, included in Standard and Advanced bundles and sold standalone	1	\$0.00	\$0.00	\$0.00
22	94111	1 Year Partner Support – Advanced Replacement on all Switches - 1 Year Manufacturer Warranty on Phones - 365x24x7 Support - Software Upgrades	1	\$8,354.41	\$7,101.25	\$7,101.25
	<i>BMCORE</i>	1 Year Brightmetrics' Core UC Reporting and Analytics Software		<i>Included</i>	<i>Included</i>	<i>Included</i>
23	PROF-SERVICES.V	Structured Professional Services: Implementation, Project Management, & Administration Training. Client to assist with implementation and placement of phones.	1	\$16,800.00	\$14,280.00	\$14,280.00
24	PROF-SERVICES.VT	Structured Professional Services: Onsite End-User Training (3 Days) and Go Live assistance. Statement of Work (SOW) Required	1	\$2,520.00	\$2,142.00	\$2,142.00
		<b>Total:</b>				<b><u>\$112,432.59</u></b>
		<u>Prepared by: Melissa Shepler</u>				

Training, as provided in Line Item #23 above, will be scheduled based on a timeframe developed by Contractor and the City in coordination with installation of the products.

Shipping charges and additional quantities of spare equipment are not included in the above-quoted total, but may not exceed \$12,567.41, for a total Contract Sum not to exceed \$125,000.

As part of Contractor's proposed solution for the City, Contractor has recommended a model of Mitel phone that has released, but is not yet certified for the legacy ShoreTel phone system; however, it is expected to be certified in August of 2019. The specific model and quantities set for certification in August of 2019 are further described below:

- 6930 IP Phone ("Desk Phones")                      Quantity: 160
- M695 PKM ("Sidecar")                                      Quantity: 7
- RFP 12 Single Cell Base Station                      Quantity: 2  
(DECT Wireless Phone Base)
- 112 DECT Phone w/Charger                      Quantity: 2
- DECT Headset – Integrated                      Quantity: 13
- 68xx/69xx Bluetooth Handset                      Quantity: 15
- S720 BT Speakerphone                      Quantity: 4  
(Bluetooth Speaker)

While Contractor fully expects that the equipment listed above will be certified and available prior to the City's anticipated installation date of October 2019, the City wishes to have a contingency plan should the certification date extend beyond the anticipated installation date. In such circumstance, Contractor will substitute the proposed 6930 IP Phone and 112 DECT Phone (and associated accessories) with substantially similar phones and accessories (specifically, the IP480G Phone and IP930D DECT Phone), until such time as the previously listed models are available. Once available, Contractor will facilitate the replacement of the substituted phones for the recommended models, with no additional cost to the City. Contractor will also provide any additionally required professional services to ensure the new phones are properly integrated into the solution, at no additional cost to the City. The City acknowledges and agrees that a substitute model for the Bluetooth handset and Bluetooth speakerphone does not exist and, therefore, this functionality would only be available upon the certification of such equipment by Mitel.